710 1385 AU 993 Drudle, S.C. O Michael O. Hallman, Attorney at Law, 16 Williams Street HORTON BRANKS HINGER HAR SEE HER BESTER HER WAS HER WAS AND WAS RECENTED BY S.C. 29603 GREENVILLEICO. S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE (CORPORATION) EGNNIE S. TANNERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

 \mathbf{c} A. J. Prince Builders, Inc. , a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto Inc. Frank Ulmer Lumber Co.,

(hereinaster referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: Five Thousand Three Hundred Seventeen and 75/100 - - - - - - - -(3 5, 317.75) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of be paid as provided for in said note; and,

 $^{\circ}$ WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mertgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

ALL that certain piece, parcel and lot of land with improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina on the eastern side of Bird Court and being known and designated as Lot no. 17 on a plat of Whipporwill Hills, Section Two, prepared by R. B. Bruce, Surveyor, dated April, 1972 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4R at Page 39, reference to said plat being hereby craved for the metes and bounds of said lot.

The above described property is the same acquired by the mortgagor by deed from David I. Horowitz recorded in the RMC Office for Greenville County on the 17th day of September, 1976 in Deed Book 1043 at Page 8.



Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgages, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided berein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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