

106 W. College, Simpsonville, SC 29681

MORTGAGE OF REAL ESTATE—Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

BOOK 1446 PAGE 735

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
GREENVILLE CO. S.C.
NOV 8 11 42 AM '78

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, POINSETT REALTY COMPANY

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE PALMETTO BANK

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of **Three Hundred Eighty Thousand and No/100**-----

----- Dollars (\$ 380,000.00) due and payable
on Demand

with interest thereon from _____ date _____ at the rate of **prime** per centum per annum, to be paid: **Quarterly plus 1/2**

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 Mortgagee, 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 or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being lot numbers 224, 226, 227, 228, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 280, 281, 282, 283, 284, 285, 301, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 350, 351 and 352 as shown on plat entitled "POINSETTIA" Section V, Sheet 1 and Sheet 2 prepared by Piedmont Engineers and Architects dated July 19, 1974, Sheet 1 being recorded in Plat Book 4R at page 87, Sheet 2 being revised June 6, 1976 and recorded in Plat Book 5P at page 34 in the RMC Office for Greenville County, South Carolina.

The Mortgagor reserves the right to have released from the lien of this mortgage, in due form, any property required for the construction and installation of roads and utilities on the property without consideration. That, in addition, Mortgagor reserves the right to have released from the lien of this mortgage, in due form of law, upon request, any portion of the land covered herein upon payment to the Mortgagee of the sum of \$6,000.00 per lot, and the Mortgagee further agrees to credit any release price paid.

Being a portion of the same property conveyed to the Mortgagor herein by deed of Nellie M. Smith, et al, dated February 18, 1965 and recorded in the RMC Office for Greenville County at Deed Volume 769 at page 387 and also at Deed Volume 769 at page 367.

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STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP TAX
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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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 Mortgagee, 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 herein. 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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