

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE } MORTGAGE OF REAL ESTATE

FILED  
GREENVILLE CO. S. C.  
SEP 23 1 55 PM '78  
CLERK OF COURTS

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Henson Real Estate, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Walter R. McLawhorn and Dorothy N. McLawhorn,

(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 Forty-five Thousand and No/100----- Dollars (\$45,000.00) due and payable

\$9,000 on September 20, 1978 and \$9,000 on the same date of each year thereafter until paid in full

with interest thereon from date at the rate of eight per centum per annum, to be paid: quarterly on principal balance due

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, Town of Fountain Inn, being known and designated as 24.27 acres in accordance with plat made for Fountain Inn Builders, Inc., dated April 3, 1973, being more fully described in accordance with said plat, to-wit:

BEGINNING at an iron pin on the northern side of Fairview Street in the Town of Fountain Inn, joint corner with Flora T. Gray property, and running thence along highway right-of-way on Fairview Street, N. 82-45 W. 477.4 feet to an iron pin; thence N. 23-43 E. 1,423.5 feet to an iron pin on Babb Street; thence along edge of Babb Street right-of-way, N. 68-22 E. 97.5 feet to an iron pin; thence N. 69-58 E. 245 feet to an iron pin; thence S. 24-56 W. 35.5 feet to an iron pin; thence S. 9-14 E. 168.5 feet to an iron pin; thence S. 1-22 E. 60 feet to an iron pin; thence N. 86-45 E. 147 feet to an iron pin; thence S. 19-30 E. 58 feet to an iron pin; thence S. 72-44 E. 100 feet to an iron pin; thence N. 74-34 E. 175 feet to an iron pin; thence N. 33-19 E. 59 feet to an iron pin; thence N. 39-12 W. 219.9 feet to an iron pin; thence N. 22-08 W. 125.6 feet to an iron pin; thence N. 50-12 W. 35.5 feet to an iron pin on the edge of Babb Street; thence along Babb Street right-of-way line to an iron pin in an easterly direction 350 feet more or less to an iron pin at the R. B. Armstrong corner; thence S. 7-03 E. 274.3 feet to an iron pin, N. 82-32 E. 159.8 feet to an iron pin; thence S. 3-06 W. 1086.2 feet to an iron pin; thence S. 3-19 W. 249.8 feet to an iron pin, being the point of beginning.

This being the identical property conveyed to mortgagor by mortgagees of even date and to be recorded in the R.M.C. Office for Greenville County prior to the recording of this mortgage.

The mortgagees agree to release portions of property from this mortgage by the equivalent payment of \$3,000 per acre and further reserve the right to accept substitution of collateral if mortgagees desire.

Release of property from mortgage to be fronting on Babb Street first and property adjacent to prior released property subsequently thereafter.

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 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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