

922 NORTH CHURCH STREET, GREENVILLE, S.C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED

CO. S. MORTGAGE OF REAL ESTATE

POO: 1496 118

FEB 11 2 53 PM '80 FROM THESE PRESENTS MAY CONCERN:

DONALD CAMPBELL
E.M.C.

WHEREAS, BOBBY JOE JONES BUILDERS, INC. and A. J. PRINCE BUILDERS, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto WACO F. CHILDERS, JR. and FRANCES C. GIBSON

(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

FIFTY-SEVEN THOUSAND AND NO/100----- Dollars (\$ 57,000.00) due and payable

See terms on Note

with interest thereon from date at the rate of 12% per centum per annum, to be paid: monthly

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, as follows, to-wit:

ALL those certain pieces, parcels or lots of land, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lots 1 through 10 as shown on a plat entitled "Property of W. F. Childers" which plat is recorded in the R.M.C. Office for Greenville County in Plat Book "O", at Page 179, and having such courses, distances, metes and bounds as shown thereon, and also being shown on a plat recorded in the Office of the R.M.C. for Greenville County, South Carolina in Plat Book 7-C, at Page 95.

This is the identical property conveyed the mortgagees herein by Waco F. Childers, Jr., Frances C. Gibson, Evelyn C. Shoemaker and Harry W. Childers by deed recorded herewith.

The mortgagees agree to release from the lien of the mortgage herein any lot shown on the about mentioned plats for the sum of \$3,000.00 for each lot. The mortgagors agree that they will not anticipate the payment of the entire principal prior to January 15, 1981.

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STATE OF SOUTH CAROLINA
RECORDS & CLERK
GREENVILLE
DOCUMENTARY
STAMP
FEB 22 1980

Together with all and singular rights, members, hereditaments, 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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RECORDS

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