

MORTGAGE OF REAL ESTATE—Mahn, Foster, Johnston & Ashmore, Attorneys at Law, Justice Building, Greenville, S. C.

FEB 28 4 56 PM 1968

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

OLLIE FARNSWORTH
R.M.O.

BOOK 1085 PAGE 179

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Jack H. Trim, Edna H. Trim and Edna H. Trim, as Trustee,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jack E. Shaw Builders, Inc.

(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 ---Seven Thousand and No/100 (\$7,000.00)-----
----- Dollars (\$ 7,000.00) due and payable

on or before one (1) year after date, or whenever either of the parcels described hereinbelow are sold, whichever is earlier,

with interest thereon from date at the rate of 6½ per centum per annum, to be paid: Annually

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 known and designated as Lot 10 of Pelham Estates as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book "PPP", pages 28 and 29, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Jamestown Drive, joint front corner of Lots 9 and 10 and running thence with joint line of said Lots, N. 58-43 W. 319 feet to an iron pin; thence N. 15-08 E. 92 feet to an iron pin; thence S. 74-52 E. 150.5 feet to an iron pin; thence S. 58-43 E. 200 feet to an iron pin on Jamestown Drive; thence along Jamestown Drive, S. 31-17 W. 130 feet to the beginning corner.

ALSO:

All that certain piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina, being shown as Lot 41 of Gower Estates, Section A, as shown on plat recorded in the RMC Office for Greenville County in Plat Book "QQ", pages 146-147, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Don Drive, joint front corner of Lot 41 and 42 and running thence along the line of Lot 42, N. 31-27 E. 94.4 feet to an iron pin; thence N. 60-26 W. 177 feet to an iron pin on the southeastern side of Dakota Road; thence along Dakota Road, S. 31-27 W. 140 feet to an iron pin; thence with the curve of Dakota Road and Don Drive, the chord being S. 26-41 E. 31.6 feet, to an iron pin on the southeastern side of Don Drive; thence along Don Drive, S. 84-51 E. 137 feet to an iron pin; thence continuing along Don Drive, S. 67-59 E. 27.9 feet to the beginning corner.

The above-described property is the same conveyed to Ruth H. Robinson by deed dated February 19, 1962, and recorded in the RMC Office for Greenville County in Deed Book 692, page 452, and being the same devised to Edna H. Trim, as Trustee, as will appear by reference to the Last Will and Testament of Ruth H. Robinson filed in the Office of the Probate Court of Greenville County, South Carolina, in Apartment 1002, File 22.

This mortgage is junior to that mortgage in favor of Fidelity Federal Savings and Loan Association covering the property described herein on Don Drive.

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 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.

RECORDED AND CANCELLED OF RECORD
27 DAY OF FEBRUARY 1968
Ollie Farnsworth
R.M.O.
R. M. O. FOR GREENVILLE COUNTY, S. C.
RECORDED IN BOOK 1085 PAGE 179

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 96 PAGE 101