

GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE—Prepared by *Yankersley* **ALEXANDER HILEY**, Attorneys at Law, Greenville, S. C.

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STATE OF SOUTH CAROLINA  
GREENVILLE

**CONNIE S. TANKERSLEY**  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

REGULATORY  
COMPLIED 1978  
11/12

WHEREAS, Y B Developers, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Calvin Company, a South Carolina partnership,

(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 One Hundred Ten Thousand Two Hundred Forty and No/100 ----- Dollars (\$ 110,240.00) due and payable

as follows: \$22,048.00 on January 10, 1974; \$22,048.00 on January 10, 1975; \$22,048.00 on January 1976; \$22,048.00 on January 10, 1977, and

mortgage, in due form of law, upon request, any portion of the land covered herein upon payment to the mortgagee the sum of \$1,200.00 per lot. That the mortgagee further agrees to credit any release price paid to the next instalment due hereunder. Mortgagor may at any time after January 10, 1974, so long as there is no default in the promissory note, substitute other collateral for security of the promissory note secured by this mortgage and obtain the release of the land from lien of this mortgage; provided, however, that such substituted collateral must be, in the sole discretion of the mortgagee, a satisfactory substitute.

PAID AND SATISFIED IN FULL THIS 10TH DAY OF JANUARY, 1978 WITNESS:

CALVIN COMPANY

BY: *James A. Beck* Partner

*Emmett C. Cunniff*  
*J. P. Baker*

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.

RECORDED  
JAN 19 1978  
GREENVILLE S.C.

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