

9759

BOOK 51 PAGE 756
 MORTGAGE OF REAL ESTATE—Mona Foster, Ashmore, Attorneys at Law, Justice Building, Greenville, S. C.
 STATE OF SOUTH CAROLINA } MORTGAGE OF REAL ESTATE BOOK 1197 PAGE 213
 COUNTY OF GREENVILLE } OLLIE FARNSWORTH R.M.C. ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Jack E. Shaw Builders, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto R. T. Pickelsimer

(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 Fifty-Two Thousand Eight Hundred and No/100 Dollars (\$ 152,800.00) due and payable

feet to a point; thence running N. 76-15 E. 103 feet to the point of beginning.

108-15
 GREENVILLE, CO. S.C.
 JUL 13 25 PM '77
 OLLIE FARNSWORTH R.M.C.
 FOSTER & RICHARDSON
 Satisfied this 30th day of Oct., 1977
 R.T. Pickelsimer
 OCT 5 '77

Payable \$17,500 on January 2, 1972; a payment of \$17,500 on June 30, 1972; a payment of \$23,560.00 due on January 2, 1973; and each year thereafter through January 2, 1977, at which time the entire balance shall be due and payable. Purchaser does not have right to anticipate payment in whole or in part unless agreed to by mortgagee. However, mortgagor may obtain release for portions of real estate covered by said mortgage on the following terms and conditions: Mortgagor shall receive a sum or security for a sum equivalent to \$600.00 per front foot of the property to be released; Mortgagor may substitute a first mortgage covering collateral of equivalent or greater value for the portion so released, provided seller has right to rely upon M.A.I. appraisal showing collateral value.

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.

4328 W-21