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1388 Mil 233

STATE OF SOUTH CAROLINA 33 10 54 FM 77

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE SOM THE S. TANKERSLEY R.H.C

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Raymond W. Hillyard and Linda H. Hillyard

thereinafter referred to as Mortgagor) is well and truly indebted unto C. Frank Brasington

(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 Thirteen Thousand Five Hundred and No/100------

as follows: interest only on the entire principal at the rate of 8% due and payable on or before January 27, 1978 and the entire principal of \$13,500.00 with interest thereon at the rate of 8% due and payable on or before January 27, 1979, with the right to anticipate payment in full or part at any time without penalty

with interest thereon from date

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at the rate of eight

per centum per annum, to be paid: annually.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagoe 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or bereafter constructed thereon, situate, hing and being in the State of South Carolina, County of Greenville, in Butler Township, containing 3.1 acres, more or less, and being known and designated as the western one-half of Lot No. 12 as shown on a plat of ROLLING GREEN REAL ESTATE COMPANY, recorded in the RMC Office for Greenville County in Plat Book XX at Page 33, and being more particularly described according to a plat of survey by Wilson Land Surveying Company, dated March 1, 1968, to-wit:

Beginning at an iron pin on the southern side of Rolling Green Circle at the joint corner of Lots 12 and 13 and running thence along Rolling Green Circle, S.83-00 E. 245 feet to an iron pin; thence a new line through Lot 12, S.13-31 E. 613 feet to an iron pin on Rocky Creek; thence along Rocky Creek as the line, the chord being N.73-00 W. 260 feet to an iron pin at the joint rear corner of Lots 12 and 13; thence along the line of Lot 13, N.12-35 W. 579 feet to the beginning corner.

This is the same property as that conveyed to the Mortgagors herein by deed from C. Frank Brasington, dated January 27, 1977 and recorded in the RMC Office for Greenville County on January 28, 1977.

The mailing address of the Mortgagee herein is Brasington House of Music, Lake Forest Shopping Center, Greenville, South Carolina.

DOCUMENTARY COMMISSION STAMP COMMISSION

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 heireinabove 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.Z.