

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, W. BAYNE BROWN and MALCOLM H. J. BROWN

(hereinafter referred to as Mortgagor) is well and truly indebted unto FRANK G. FORAL and DOROTHY C. FORAL

(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

Fourteen Thousand & No/100----- Dollars (\$ 14,000.00) due and payable
Beginning September 1, 1978, in equal installments as follows:
Monthly payments of Two Hundred Fifty-Two and 36/100 (\$252.36) which
includes principal and interest payable over a period of six years,
with free anticipation privileges.

with interest thereon from date at the rate of 9% 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:

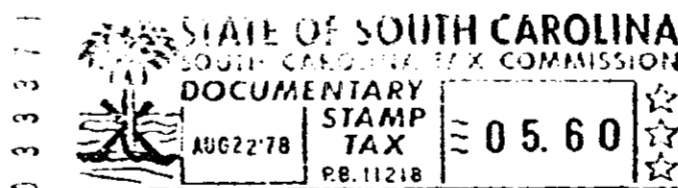
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lots 44 and 45 on a plat of Norwood Heights by J. N. Southern, dated 1906, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book A at page 133; and ALSO: All of those pieces, parcels or lots of land being designated as Lots 4, 5, 6, 7, 8, 9 and 10 of Block E according to plat of Norwood Heights prepared by W. D. Neves, Surveyor and recorded in the R.M.C. Office for Greenville County in Plat Book E at page 217.

These are the same lots conveyed to Frank G. Foral and Dorothy C. Foral by deeds as follows:

- (1) Leake & Garrett, Inc., dated April 2, 1969 recorded in Deed Book 865 at page 231;
- (2) Mamie Beatrice H. Fowler, dated July 23, 1969, recorded in Deed Book 872 at page 272 and;
- (3) Further, by deeds to the above-named, Frank G. Foral and Dorothy C. Foral from Ellen O. Owings formerly Ellen O. Huffsticker by deed dated October 26, 1973 and November 7, 1972, and recorded in Deed Book 987 at page 58 and Deed Book 960 at page 39;
- (4) By deed of Frances G. Trammell dated March 8, 1969 and recorded March 11, 1969 in Deed Book 863 at page 496, in the R.M.C. Office for Greenville County, South Carolina.

This being a purchase money mortgage.

GCTO -----2 AU22 78 317



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.

9873

4328 RV-2