

FILED
GREENVILLE CO. S.C.

MORTGAGE

Vol. 1989 Page 964

MAY 3 4 54 PM '84

THIS MORTGAGE is made this 3rd day of May 1984, between the Mortgagor, Michael K. Brown and Janice F. Brown (herein "Borrower"), and the Mortgagee, August Kohn and Company, Incorporated, a corporation organized and existing under the laws of South Carolina, whose address is Post Office Box 225, Columbia, S.C. 29202 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-seven Thousand and 00/100 (\$47,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 3, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2014.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that piece, parcel or lot of land, situate, lying and being on the northern side of Oil Camp Creek Road, in Cleveland Township, Greenville County, South Carolina, being known and designated as a major portion of Lot 5 and an additional portion adjoining Lot 5 as shown on a plat entitled Eagle Rock Subdivision, recorded in the R.M.C. Office for Greenville County, in Plat Book 5-J at Page 11 and according to a more recent survey entitled "Property of Michael K. Brown and Janice F. Brown", containing 6.24 acres as shown on a survey prepared by Charles F. Webb, Surveyor, dated January 3, 1984, and recorded in Plat Book 10-G at Page 70, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Oil Camp Creek Road at the joint front corner of Lots Nos. 4 and 5 and running thence with the center of Oil Camp Creek Road, the following courses and distances, N. 42-12 W. 199.78 feet to an iron pin; N. 59-30 W. 50 feet to an iron pin; N. 82-46 W. 50 feet to an iron pin; S. 81-22 W. 50 feet to an iron pin; thence N. 3-24 W. 141.38 feet to an iron pin; thence N. 0-07 E. 474.29 feet to an iron pin; thence N. 89-52 W. 150.01 feet to an iron pin; thence running N. 0-03 E. 200 feet to an iron pin; thence running S. 89-59 E. 429.77 feet to an iron pin; thence running S. 0-03 W. 200.8 feet to an iron pin; thence running S. 0-17 E. 787.74 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to Michael K. Brown by deed of Mark C. Asher, dated February 15, 1980, and recorded March 14, 1980, in the R.M.C. Office for Greenville County, S. C., in Deed Book 1122 at Page 136. Thereafter, Michael K. Brown conveyed a one-half interest to his wife, Janice F. Brown, by deed dated January 12, 1984, and recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 1204 at Page 302.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
MAY-1984 TAX \$ 18.80
FD-11216

which has the address of Rt. 1, Box 254-B, Oil Camp Road, Marietta, South Carolina 29661 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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