

Mortgagee's Address: PO Box 13093  
Roanoke, Va. 24031

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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

WHEREAS, BRIAN FOX

(hereinafter referred to as Mortgagor) is well and truly indebted unto JONATHAN GERARD BYERS and PHYLLIS E. BYERS

(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 Twenty-four Thousand, Eight Hundred, Twenty-two and 53/100

----- Dollars (\$ 24,822.53 ) due and payable  
in one hundred, eighty (180) monthly installments of \$297.91, commencing September 1, 1985, and being due and payable on the 1st day of each and every month thereafter until paid in full.

with interest thereon from Sept. 1, 1985 at the rate of 12% 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:

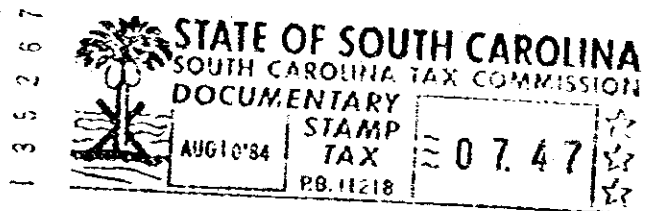
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, shown and designated as Lot 47, Mountainbrooke Subdivision, plat of which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4F at Page 47, reference to said plat being hereby craved for a more particular description.

THIS being the same property conveyed to the mortgagors herein by deed of Jonathan Gerard Byers and Phyllis E. Byers, of even date to be recorded herewith.

THIS mortgage is second and junior in lien to that mortgage given to Cameron-Brown Company, in the original amount of \$30,300.00, recorded in the RMC Office for Greenville County in Mortgage Book 1270 at Page 723. Said mortgage having a current balance due thereon in the amount of \$25,177.47.

Upon the sale or transfer of the above-described real property, this mortgage shall immediately become due and payable in full unless otherwise approved in writing by the mortgagees herein.

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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.

4. 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.

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