BOOK 1377 FASE 90

COUNTY OF GREENVILLE

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

WHEREAS, MICHAEL R. BRUCE

(hereinafter referred to as Mortgagor) is well and truly indebted unto

ANNE B. PEARSON

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

in monthly installments of Ten and No/100 (\$10.00) Dollars per month with balance being payable on demand. First payment to be due October 1, 1976.

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at the rate of

per centum per annum, to be paid:

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 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 hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the south side of Brushy Creek Road and being known and designated as Lot No. 5 on a plat entitled "Property of Alvin H. Jones" recorded in the R.M.C. office for Greenville County in Plat Book NN, Page 191, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Brushy Creek Road at the joint front corner of Lots 5 and 15 and running thence with the common line of said Lots S. 19-33 E., 170.5 feet to the joint rear corner of said Lots; thence N. 65-13 E., 205 feet to an iron pin at the joint rear corner of Lots 4 and 5; thence with the common line of said Lots N. 31-26 W., 191.2 feet to an iron pin on Brushy Creek Road; thence S. 58-21 W., 168.5 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagor by deed of James H. Hinkle and Etta Hinkle dated September 3, 1976, recorded September 3,1976, in the Greenville County R.M.C. Office in Deed Book 1042, Page 434.

This mortgage is junior in lien to that certain mortgage executed in favor of First Federal Savings & Loan Association in the original amount of \$19,600.00 dated September 3, 1976, recorded September 3, 1976, in the R.M.C. Office for Greenville County in Real Estate Mortgage Book /372, Page 87.



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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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