MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

STANLEY M. BROWN

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

LUTHER TOLER AND NOTIE TOLER 19 Owens Road, Taylors, S.C. 29687

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's premissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of TWENTY-FIVE THOUSAND AND NO/100 -----
in One Hundred and Twenty (120) equal monthly installments of Three Hundred Sixteen and 69/100 (\$316.69) Dollars per month beginning April 8, 1978 and continuing each successive month thereafter;

with interest thereon from date at the rate of nine 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 2xbt, 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 let of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Gantt Township, and being known and designated as Lots No. Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) located on the northern side of Shady Grove Street, and also Lots Eleven (11), Twelve (12) and Thirteen (13) located on the southern side of Shady Grove Street, as will more fully be shown on plat entitled "Shady Grove near Greenville, South Carolina" prepared by C. C. Jones, Civil Engineer dated October 20, 1953, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book EE, Page 53; reference to said plat is hereby craved for an accurate and complete metes and bounds description of the aforesaid eleven (11) lots.

This being the identical property this date conveyed to Stanley M. Brown by deed of Luther Toler and Notice Toler to be recorded in the R.M.C. Office for Greenville County.

This obligation and the Note which it secures is second in Lien and priority to the First Mortgage lien this date executed and held by Southern Bank and Trust Company.

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Together with all and singular rights, members, herditaments, and appurtegances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 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 Mortgagor forever, from and against the Mortgagor and all persons whomspever lawfully claiming the same or any part thereof.

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