

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA

APR 10 3 41 PM '70

BOOK 1152 PAGE 249

COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, J. Haskell Brown, M. D. and Sandra M. Brown, of Greenville, S. C., are
(hereinafter referred to as Mortgagor) is well and truly indebted unto M. G. Proffitt, Inc.

(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

Three Thousand, Five Hundred and No/100----- Dollars (\$ 3,500.00) due and payable

On or before May 1, 1972

May 1, 1970

with interest thereon from date at the rate of eight per centum per annum, to be paid: annually

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, on the western side of Chateau Drive, near the City of Greenville, being shown as Lot 134 on plat of Merrifield Park, Section 1, recorded in the R. M. C. Office for Greenville County in Plat Book 000, at Page 177, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Chateau Drive at the joint front corner of Lots Nos. 133 and 134, and running thence along the joint line of said lots, N. 88-20 W. 175 feet to an iron pin on the rear line of Lot No. 141; thence along the rear line of that lot and continuing along the rear line of Lot No. 140, following the center of a right-of-way for a Duke Power Company transmission line, N. 1-40 E. 232 feet to an iron pin at the joint corner of Lots Nos. 134, 136, 138 and 140; thence along the rear lines of Lots Nos. 136 and 135, S. 52-27 E. 249.7 feet to an iron pin on the western side of Chateau Drive; thence along the western side of Chateau Drive, following the curvature thereof, the chord being S. 19-25 W. 90 feet, to the beginning corner; being the same conveyed to the mortgagors by the mortgagee by deed of even date, to be recorded herewith.

This is a second mortgage and is junior in lien to that mortgage executed to the First Federal Savings and Loan Association of Greenville, which mortgage is recorded in the R. M. C. Office for Greenville County in Mortgage Book 1138, at Page 178.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.