

BOOK 1446 PAGE 932

MORTGAGE OF REAL ESTATE - PURCHASE MONEY MORTGAGE

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, T. Walter Brashier

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

(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 Eighty-Seven Thousand Five Hundred and 00/100----- Dollars (\$ 87,500.00--) due and payable one (1) year from date with no interest and Mortgagor having the right to prepay.

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, and being on the northeastern side of Rutherford Road (also known as Old U. S. Highway No. 29), near the town of Taylors, S.C., County and State aforesaid, being the greater portion of the property depicted on a survey prepared by Campbell & Clarkson Surveyors, Inc., dated November 28, 1972, revised on January 23, 1973, and recorded in the R.M.C. Office for Greenville County in Plat Book 4 T at Page 73, and having the following metes and bounds, to-wit:

BEGINNING at a point located on the boundary of property now or formerly owned by Black, said point being N. 17-35 E. 526.77 feet from an iron pin located on the northeastern side of right-of-way of Rutherford Road at the southeastern corner of said property of Black; thence proceeding from said point of beginning N. 17-35 E. 461.41 feet to a point; thence N. 17-35 E. 567.32 feet to an iron pin; thence S. 59-45 E. 967.61 feet to a point; thence S. 59-45 E. 713.39 feet to an iron pin; thence S. 4-35 W. 462.8 feet to a point on the northwestern side of the right-of-way of Rutherford Road; thence along said right-of-way, following the curve thereof, the following courses and distances: S. 59-18 W. 210.42 feet, S. 54-55 W. 96.74 feet, S. 52-29 W. 99.79 feet, S. 53-14 W. 49.03 feet, S. 56-54 W. 49.12 feet, S. 61-06 W. 48.48 feet, S. 64-51 W. 58.29 feet, S 71-14 W. 96.13 feet, S. 78-47 W. 98.51 feet, S. 86-32 W. 99.42 feet, N. 85-42 W. 93.58 feet, and N. 79-05 W. 60.38 feet to an iron pin on the northern side of said right-of-way; thence turning and leaving said right-of-way N. 17-35 E. 428.68 feet to a point; thence N. 72-25 W. 944.06 feet to a point, the point of beginning.

THIS being the same property as conveyed to the Mortgagor herein by deed of Arthur Magill and being recorded in the R.M.C. Office for Greenville County in Deed Book 1087 at Page 445 on October 12, 1978.

THE address of the Mortgagee herein is:
First Federal Building
Greenville, S.C. 29601

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
OCT 12 1978
F.B. 11218
35.00

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 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.

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