

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.
JAN 3 3 07 PM '80
DONNE E. JAMES
R.H.C.

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

WHEREAS, Victor Bogard, Jr., Bradley B. Bogard, James D. Bogard and William Vernon Hart
(hereinafter referred to as Mortgigor) is well and truly indebted unto T. Walter Brashier

(hereinafter referred to as Mortgagee) as evidenced by the Mortgigor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Nine hundred ten thousand four hundred forty three and 87/100

Dollars (\$910,443.87) due and payable

monthly with interest only for the first 24 months payable in advance each month, then starting January 2, 1982, loan will be amortized over a 20 year period; provided, however, that the entire principal and interest due may be called at the option of the holder hereof on January 2, 1990 with interest thereon from _____ date at the rate of 11 per centum per annum, to be paid: monthly

WHEREAS, the Mortgigor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgigor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgigor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgigor 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 Mortgigor 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, the Mortgagee's heirs, 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, containing 10.35 acres less 1.25 acres as described herein and having, according to plat entitled "Property of T. Walter Brashier" and recorded in the RMC Office for Greenville County in Plat Book 7-0 at page 67, being prepared by W. R. Williams, Jr., and being dated June 15, 1978, the following metes and bounds:

Beginning at an iron pin located on the northern side of the right of way of Pelham Court in the County of Greenville, State of South Carolina and running thence N. 21-41 W. 322.0 feet to an iron pin; thence turning and running N. 25-09 W. 94.1 feet to a pin located in the center of creek; thence with the center line of the creek as the property line, N. 31-31 E. 731 feet to an iron pin; thence turning and running S. 37-05 E. 446.4 feet to an iron pin; thence turning and running S. 58-21 E. 84.2 feet to an iron pin; thence turning and running S. 51-41 E. 256.7 feet to an iron pin located on the northern side of the right of way of S.C. Highway 14; thence turning and following the right of way of S. C. Highway 14, S. 32-51 W. 58.7 feet, S. 33-49 W. 99.5 feet, S. 34-54 W. 99.5 feet, S. 33-24 W. 43.3 feet to a point located approximately 665 feet, more or less, to C. L. Pelham Road; thence turning and running N. 56-22 W. 250.0 feet to an iron pin; thence turning and running S. 37-45 W. 351.2 feet to an iron pin; thence turning and running S. 48-41 W. 92.7 feet to an iron pin located on the right of way of the cul-de-sac of Pelham Court; thence turning and following the right of way of the cul-de-sac of Pelham Court, N. 27-41 W. 61.5 feet, N. 80-18 W. 25.4 feet, S. 70-09 W. 25.6 feet and S. 28-44 W. 55.2 feet to the point of beginning.

PROVIDED HOWEVER: That this mortgage does not encumber the 1.25 acre tract as shown on the aforementioned plat having the following boundaries.

Beginning at an iron pin located approximately 342.9 feet from the right of way of Pelham Court and running thence from said point, N. 37-47 E. 473.8 feet to an iron pin; thence turning and running S. 51-19 E. 123.6 feet to an iron pin; thence turning and running N. 34-47 E. 292.1 feet to an iron pin; thence turning and running N. 15-19 W. 113.9 feet to the point of beginning.

This being the same property as conveyed to the mortgagors herein by deed of T. Walter Brashier and being recorded in the RMC Office for Greenville County in Deed Book 1118 at page 353 on January 3, 1980.

THIS IS A SECOND MORTGAGE, junior in lien to that certain mortgage given by T. Walter Brashier to First Federal Savings and Loan Association recorded in the RMC Office for Greenville County in Mortgage Book 353 at page 468.

The mortgagee's address is 850 Wade Hampton Blvd., Greenville, SC 29609

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 Mortgigor covenants that is 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 Mortgigor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgigor and all persons whomsoever lawfully claiming the same or any part thereof.

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