LAW OFFICES OF

LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SQUTH CAROLINA BOOK 1505 PAGE 141

MORTGAGE OF REAL ESTATE

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F-1 50 STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE  $D_{GGL}$ 

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

WHEREAS, Gene R. Brees and Linda K. Brees

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ronald F. Barbare and Judith H. Barbare

(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

in full on or before September 9, 1980.

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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, bergained, 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, situate, lying and being on the western side of Fieldstone Place and being known and designated as Lot No. 134 of Coach Hills Subdivision, formerly known as Pelham Woods, Section 2-B, according to a plat thereof recorded in the RMC Office for Greenville County in Plat Book 4-X at page 86, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Fieldstone Place at the joint front corner of Lots 134 and 133 and running thence with the joint line of said lots, S. 78-57 W. 149.31 feet to an iron pin, joint rear corner of Lots 134 and 141; thence with the rear line of Lots 140 and 141, S. 11-00 E. 100 feet to an iron pin, joint rear corner of Lots 134 and 140; thence with the joint line of Lots 134 and 135, N. 78-57 E. 149.22 feet to an iron pin on the western side of Fieldstone Place; thence with the western side of Fieldstone Place, N. 10-57 W. 100 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Ronald F. Barbare and Judith H. Barbare dated June 11, 1980 and recorded in the RMC Office for Greenville County in Deed Book 1127 at page 425.

This is a second mortgage, junior in lien to that certain mortgage given by Ronald F. Barbare and Judith H. Barbare to Greer Federal Savings and Loan Association recorded in the RMC Office for Greenville County in Mortgage Book 1416 at page 945 on November 25, 1977.

The mortgagee's address is: 102 Chippendale Drive, Greenville, SC 29615

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 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 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.