85.1520 W. .. 3

MORTGAGE OF REAL PROPERTY

AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the Note and this Mortgage by the conveyance of the premises hereinafter described:

NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises located in Greenville

County, South Carolina:

All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the eastern side of Heard Drive and being known and designated as Lot No. 45 on plat of Belmont Heights recorded in the R.M.C. Office for Greenville County in Plat Book OG, Page 55, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Heard Drive, joint front corner of Lots 44 and 45 and running thence with the common line of said lots, N. 85-52 E. 235 feet to an iron pin on a branch; thence with the line of the branch S. 16-25 E. 95.9 feet to an iron pin; thence continuing along said branch S. 37-18 E. 92.2 feet to an iron pin rear corner of Lots 45 and 46; thence with the common line of said lots N. 77-48 W. 332 feet to an iron pin on the eastern side of Heard Drive; thence along the eastern side of said Drive N. 7-00 E. 85 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Leonard Earl Brown dated August 11, 1970 and recorded in the R.M.C. Office for Greenville County South Carolina on August 18, 1970 in Deed Volume 896 at Page 361.

This mortgage is second and junior in lien to that mortgage given in favor of Cameron Brown Company in the original amount of \$15,450.00 recorded in the R.M.C. Office for Greenville County, South Carolina on August 21 1970 in Mortgage Rook 1163 at Page 527.

Together with all and singular the rights, members, notationers and apparturations to said premises belonging or in anywise incident or appertaining. Including but not limited to all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and also together with any screens, window shades, storm doors and windows, screen doors, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not).

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee, its successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simple; that the premises are free and clear of all encumbrances except for a prior Mortgage, if any; and that Mortgagor will warrant and defend title to the premises against the lawful claims of all persons whomsoever.

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows:

- 1. NOTE PAYMENTS. Mortgagor shall make timely payments of principal and interest on the above mentioned Note in the amounts, in the manner and at the place set forth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
- 2. TAXES. Mortgagor shall pay all taxes, charges and assessments which may become a lien upon the premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Mortgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date of this Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the whole principal sum (together with interest) secured by this Mortgage shall, at the option of Mortgagee, its successors and assigns, without notice become immediately due and payable.

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