MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

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COUNTY OF GREENVILLE \\ \(\frac{1}{2000} \) \(\fr

WHEREAS, W. Bayne Brown

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(hereinafter referred to as Mortgagor) is well and truly indebted unto Bank of Travelers Rest

(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 Thirty-Two Thousand and No/100ths------

Dollars (\$ 32,000.00) due and payable

according to the terms of a promissory note of even date herewith.

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 Mortgagoe 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, 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, near Piedmont, shown as Lots Nos. 30 and 31 on a plat of SHADY ACRES, recorded in the R.M.C. Office for Greenville County in Plat Book 000, at Page 76, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Oakhill Drive at the corner of Lot No. 32, and running thence S. 02-56 W. 170 feet to an iron pin; thence N. 87-04 W. 100 feet to an iron pin; thence N. 02-56 E. 170 feet to an iron pin; thence S. 87-04 E. 100 feet to the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of Poinsett Federal Savings & Loan Association dated March 31, 1980, and recorded in the R.M.C. Office for Greenville County in Deed Book 1123 at Page 76.

The lien of the within mortgage is second and subsequent to the lien of that mortgage given by W. Bayne Brown to Poinsett Federal Savings and Loan Association dated March 31, 1980, recorded in the R.M.C. Office for Greenville County in Mortgage Book 1499 at Page 441, said mortgage being in the original principal amount of \$13,700.00.

The property described in the within mortgage and other properties included in mortgages of same date are to secure the note described hereinabove, and Rem Book 1505, on Page 531.

At the option of the mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagor shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any other reason whatsoever.

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 Mertgagor 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.