

Mortgagee's Address: *Bl. 57, Colonial Road, Travelers Rest, S.C. 29690*

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

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
M.C. ERSLEY
JAN '81

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

BOOK 1533 PAGE 353

WHEREAS, Charles R. Bollinger and Debra E. Bollinger

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. Bayne Brown

(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 Eight Thousand and No/100ths

Dollars (\$ 8,000.00) due and payable

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

with interest thereon from date at the rate of 12 per centum per annum, to be paid: according to the terms of note referred to above

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, 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, being known and designated as Lot No. 12 as shown on a plat entitled "Property of George L. Coleman, Jr." dated July 10, 1979, prepared by W. R. Williams, Jr., Surveyor, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-J at Page 63, reference to which is hereby made for a more complete description by metes and bounds.

LESS, HOWEVER, all that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as a portion of Lot No. 12 conveyed by W. Bayne Brown to Melvin C. Gilreath dated October 28, 1980, recorded November 26, 1980, in the R.M.C. Office for Greenville County in Deed Book 1137 at Page 960, and having, according to said deed, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 12 and 13 and running thence with the joint line of said lots S. 18-29 E. 214.21 feet to an iron pin, joint rear corner of Lots 12 and 13; thence with a new line through Lot No. 12 N. 21-41 W. 214.5 feet to an iron pin on Williams Road; thence along Williams Road N. 71-29 E. 12 feet to an iron pin, point of beginning.

Being the same property conveyed to the mortgagors herein by deed of W. Bayne Brown dated February 27, 1981, and recorded in the R.M.C. Office for Greenville County in Deed Book 1143 at Page 454.

The lien of the within mortgage is second and subsequent to the lien of that certain mortgage given by W. Bayne Brown to Poinsett Federal Savings and Loan Association dated September 23, 1980, and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1517 at Page 375.

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.

5000

4328 RV-2

714