MORTGAGE OF REAL ESTATE - CO. S. C. STATE OF SOUTH CAROLINA PROBLEM STATE OF SOUTH CAROLINA PROBLEM STATE OF SOUTH CAROLINA PROBLEM SOUTH CAROLINA PROBLEM STATE OF SOUTH CAROLINA PROBLEM SOUTH CAR MORTGAGE OF REAL ESTATE BOOK 1536 PAGE 235

WHEREAS, I, CHARLES D. NORTHENOR

(hereinaster referred to as Mortgagor) is well and truly indebted unto TIMOTHY L. 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 Seven Hundred Twenty-five and No/100 Dollars (\$725.00) plus Fifty and No/100 Dollars (\$50.00) per hour of attorney's time as agreed by the parties

with interest thereon from

SCTO

<u>S</u>) 93 ω

01

at the rate of

per centum per annum, to be paid:

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, its successors and assigns:

ALL my interest in and to XAKK 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. 70 on plat of CEDAR VALE, SECTION 2, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book 4-F, at page 12, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Overton Avenue at the joint front corner of Lots Nos. 69 and 70, and running thence with the line of Lot No. 69, N 23-41 W 178.6 feet to an iron pin in the line of property now or formerly of Casa Loma Estate; thence with the line of the said Casa Loma Estate Property, N 67-02 W 110 feet to an iron pin at the joint rear corner of Lots Nos. 70 and 71; thence with the line of Lot No. 71, S 23-11 W 198.1 feet to an iron pin on the northern side of Overton Avenue; thence with the northern side of Overton Avenue, S 76-11 E 40 feet to an iron pin; thence continuing with the northern side of Overton Avenue, S 78-12 E 60 feet to an iron pin; thence still continuing with the northern side of Overton Avenue, S 75-41 E 10 feet to the point of beginning and being the same conveyed to the Mortgagorherein by deed of Norris S. and Charlotte C. Newton dated October 6, 1975, and recorded October 7, 1975 in Deed Book 1025 at Page 455.

This mortgage is made subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plat(s) or on the premises.

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 such fixtures and equipment, other than the As 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 it is lawfully seized of the premises heireinabove described ir 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.