STATE OF SOUTH CAROLINA

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

WHEREAS,

Iverson O. Brownell, Jr. and Dorothy C. Brownell

(hereinafter referred to as Mortgagor) is well and truly indebted unto

June W. Haynes, P. O. Box 4054, Greenville, S. C. 29608

(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 Twenty-nine Thousand and No/100-----Dollars (\$29,000.00) due and payable

July 29, 1982, with the privilege granted to pay all or any part of the principal at any time, without penalty,

with interest thereon from

date

at the rate of 7-1/2

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:

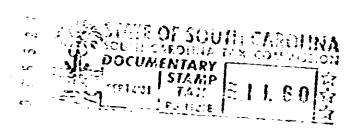
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 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, on the northerly side of Windfield Road, in the City of Greenville, being known and designated as Lot No. 11 on plat of WINDFIELD HEIGHTS as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book EE, at page 102, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Windfield Road, joint front corner of Lots 11 and 12 and running thence along the common line of said Lots N. 20-17 W. 200 feet to an iron pin; thence N. 69-43 E. 290 feet to an iron pin, joint rear corner of Lots 10 and 11; thence along common line of said Lots S. 1-37 W. 270.3 feet to an iron pin on the northerly side of Windfield Road; thence along the northerly side of said Road N. 87-42 W. 100 feet to an iron pin; thence continuing with said Road S. 77-06 W. 96.7 feet to an iron pin, the point of beginning.

This mortgage is junior in lien to that certain mortgage held by Fidelity Federal Savings and Loan Association which was duly recorded July 29, 1977, in the R.H.C. Office for Greenville County, S. C. in Mortgage Book 1405 at page 478

This is the same property conveyed to the Mortgagors herein by deed of June W. Haynes recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1061 at page 454 on July 29, 1977.



Together with all and singular rights, members, heredituments, and apportenances 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 Wattached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the Susual household furniture, be considered a part of the reel estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagoe, its heirs, successors and assigns, forever.

 $\boldsymbol{\varpi}$ The Mortgagor covenants that it is lawfully seized of the premises heireinabove described in fee simple absolute, that it has good right and is Sawfully 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.

GREENVILLE OFFICE SUPPLY CO. INC.

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