

MORTGAGE OF REAL ESTATE

BOOK 1593 PAGE 543

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
C.C.S.C.

MORTGAGE OF REAL ESTATE

FEB 1 11 40 AM '83

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOHNNIE S. LANKERSLEY
R.M.C.

WHEREAS,

We, DAVID B. BROWN, JR. & MARY H. BROWN,

(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 TWENTY-FOUR THOUSAND SIX HUNDRED TWELVE AND 96/100-----

Dollars (\$24,612.96) due and payable

in 8 payments at \$4,161.89 each beginning six months after closing and continuing each six months thereafter until paid in full

with interest thereon from date at the rate of 14.56 per centum per annum, to be paid: semi-annually

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, in Saluda Township, containing 26.23 acres more or less and being a portion of the W. C. Hagood Estate and having the following metes and bounds, to wit:

BEGINNING at an iron pin in the center of S. C. Highway 11, a short distance west of U. S. Highway 25, at the corner of John Henry Hagood and Agnes S. Tripp, and running thence along Tripp S. 20 E. 377.5 feet to an iron pin (now in the right of way of U. S. Highway 25); thence S. 69 W. 73.9 feet to an iron pin; thence S. 3-15 W. 973 feet to an iron pin; thence with Tripp and United Machine Works, Inc. S. 74-45 W. 495 feet to an iron pin; thence with Mary Hagood Brown N. 26-15 W. 678 feet to an iron pin; thence N. 7 W. 158 feet to an iron pin; thence with Lima Baptist Church N. 83-15 E. 183 feet to an iron pin in the center of a County Road; thence with its center N. 32-32 W. 191.5 feet to an iron pin; thence S. 71-15 W. 122 feet to an iron pin at the corner of Mary Hagood Brown; thence N. 21-45 W. 225 feet to an iron pin; thence N. 34-15 W. 100 feet to an iron pin; thence N. 56-45 W. 172 feet to an iron pin at the center of the intersection of the County Road and S. C. Highway 11; thence along the center of S. C. Highway 11 and John Henry Hagood N. 56-50 E. 362 feet to an iron pin; thence with the center of S. C. Highway 11 N. 85-25 E. 800 feet to the point of beginning.

This is the same property conveyed to us in Deed Book 576, page 449, *June 30, 1959* and Deed Book 466, page 451, less approximately one-half acres conveyed to Lima Baptist Church in Deed Book 880, page 23. This property is subject to the widening of U. S. Highway 25, as to about 0.20 acres, in Docket No. 23.515, together with reserved rights over the two county road in Deed Book 16, page 117.

"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."

This mortgage is junior in lien to that certain mortgage in favor of Travelers Rest Federal Savings & Loan Association in the original amount of \$18,000.00 recorded in the RMC Office for Greenville County on June 2, 1976, in Mortgage Book 1369, page 206.

OFFICE OF SOUTH CAROLINA
DOCUMENTARY TAX COMMISSION
STAMP TAX
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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 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 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.

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