

Mortgagee's Address: 34 BECK AVENUE, GREENVILLE, S.C. 29605

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S.C. 29614 PAGE 116

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE
JUL 1 11 37 AM '83
R.M.C.

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

WHEREAS, Robert H. Mashburn

(hereinafter referred to as Mortgagor) is well and truly indebted unto I. N. Patterson, Jr.

(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-Five Thousand and No/100ths

Dollars (\$ 25,000.00) due and payable at 34 Beck Avenue, Greenville, SC 29605, or at such other place as the holder hereof shall designate in writing, in five (5) equal annual installments of Five Thousand and No/100ths (\$5,000.00) Dollars each commencing July 1, 1984 and continuing on the same date of each succeeding year

with interest thereon from date at the rate of twelve per centum per annum, to be paid: annually with principal installments

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

All that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, and lying and being in the City of Greenville, on the south side of East Stone Avenue as shown as the rear portion of Lot 25 on a plat of property of Eugenia Stone Land made by J. N. Southern, January 10, 1890, and recorded in Deed Book VV at Page 542 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of East Stone Avenue, said pin being about 208 feet easterly from the southeast corner of the intersection of East Stone Avenue and North Main Street and also at the joint lines of Lots 25 and 27 and running thence along the south side of East Stone Avenue N. 73 W. 60 feet to a stake in the corner of property now or formerly of Helena Y. Croskeys; thence along line parallel to North Main Street, S. 19 W. 111 feet more or less to a stake in the north line of Lot 26; thence along a line parallel with East Stone Avenue S. 73 E. 60 feet to an iron pin at the rear corner of Lots 25 and 26; thence along a line parallel to North Main Street, S. 19 E. 112 feet more or less to the beginning.

This is the same property acquired by the mortgagor herein by deed of I. N. Patterson, Jr. of even date and recorded herewith in the RMC Office for Greenville County, South Carolina; and the lien of the within mortgage is understood and agreed to be junior in rank and secondary to the lien of that certain mortgage, also of even date, from the mortgagor herein to the South Carolina National Bank in the original amount of \$55,000.00, said mortgage also being recorded herewith in said office.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
JULY-83
TAX
\$ 10.00

400 9 46801A01

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.