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MORTGAGE OF REAL ESTATE

MAKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, United States Land Co., A Partnership

thereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

Post Office Box 1329, Greenville, S. C. 29602

Iverson 0. Brownell, Jr.'s (hereinafter referred to as Mortgagee) as evidenced by the Marigagor'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/100-----

Dollars (\$ 25,000.00) due and

in accordance with the terms of said note; due and payable one year from date;

with interest thereon from date at the rate of prime per centum per annum, to be paid: quarterly

WHEREAS, the Mortgagor may be reafter become indebted to the said Mortgages 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the western side of Laurens Road, (S. C. Highway 276) containing 9.03 acres, more or less, and being more particularly described as follows:

BEGINNING at a point on Laurens Road, 447 feet from the intersection of Laurens Road with Knollwood Drive, and running thence with Laurens Road, S. 18-05 E. 215.9 feet to a point; thence turning and running S. 42-46 W. 523 feet to a point; thence S. 47-14 E. 131.1 feet to a point; thence S. 42-47 W. 149.9 feet to a point; thence S. 18-05 E. 100 feet to a point; thence S. 42-45 W. 632.9 feet to a point; thence turning and running N. 18-05 W. 473.2 feet to a point; thence turning and running N. 42-45 E. 1232.8 feet to a point on Laurens Road, the point and place of beginning.

This is a portion of the property conveyed to United States Land Company, A Partnership, by deed of Mary Frances Hunt recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1055 at page 727 on April 29, 1977.

This is a second mortgage, being junior in lien to that certain mortgage given by United States Land Company, a Partnership, to Mary Frances Hunt, recorded in the R.M.C. Office for Greenville County, S. C., in Mortgage Book 1396 at page 197 on April 29, 1977.

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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 ausual 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 therein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and cagainst the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time 1/20 time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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