STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS, LARRY R. BROWN

(hereinaster referred to as Mortgagor) is well and truly indebted unto WINFIELD J. GILLCHREST

(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 Thirty Five Thousand and No/100-----Dollars (\$ 35,000.00) due and payable

in accordance with terms of note of even date herewith

with interest thereon from

at the rate of nine

per centum per annum, to be paid: MOnthly

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 Paris Mountain Township, known and designated as Lot No. 14 of the property of Joe A. Phillips, as shown on plat thereof made by W. P. Morrow, and recorded in the Greenville County R.M.C. Office in Plat Book AA, Page 179 and having, according to said plat, the following metes and bounds:

BEGINNING at a pin on Phillips Avenue at the corner of Lot 12 and running thence with Phillips Avenue N. 3-30 E., 129 feet to a pin at corner of Lot No. 15; thence with line of Lot No. 15 S. 74-16 W., 181 feet to a pin at corner of Lot No. 13; thence with the line of Lot No. 13 S. 4-33 E., 125 feet to a pin on line of Lot No. 12; thence with line of Lot No. 12 N. 74 E., 163 feet to the beginning.

This is the same property conveyed to the mortgagor by deed of mortgagee recorded simultaneously herewith.

THIS IS A PURCHASE MONEY MORTGAGE.

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If this mortgage is assumed, mortgagee has the right to renegotiate the interest rate. However, the interest rate shall never exceed eleven (11%) per cent. This mortgage may be assumed at the option of the mortgagor but the new purchaser of the property must first re-negotiate the interest rate.

OCUMENTARY SIAMP

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 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.