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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE · 公子 1 42 [7 13] TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, K. DOYLE MONTGOMERY AND MARY L. MONTGOMERY

(hereinaster referred to as Mortgagor) is well and truly indebted unto JOSEPH R. BRYSON AND C. VICTOR PYLE, SR., as EXECUTORS AND TRUSTEES OF THE ESTATE OF R. P. BRYSON

(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 Four Thousand Five Hundred Twenty and No/100-----

Dollars (\$ 34.520.00 ) due and payable

on or before December 20, 1986.

with interest thereon from

at the rate of eleven

per centum per annum, to be paid: at maturity

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 Croomisiae on the western side of Old Augusta Boad, being show Greenville, on the western side of Old Augusta Road, being shown and designated as a 4.26 acre tract on plat of property of K. Doyle Montgomery and Mary L. Montgomery, prepared by Freeland and Associates, dated 12/12/83, and recorded in the R.M.C. Office for Greenville County in Plat Book 10 F, Page 33, reference to said plat being craved for the metes and bounds thereon.

This is the same property conveyed to the mortgagors by deed of mortgagees recorded simultaneously herewith.

STAMP

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.

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The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all lieus and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee former from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof. forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

THE RESERVE OF THE PROPERTY OF