MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C. MORTGAGEE'S ADDRESS: Guilder Creek Rd., Route 5, Simpsonville, S.C. STATE OF SOUTH CAROLINA MORTGAGE OF REAL ESTATE 29681 GREENVILLE CO. S.C. COUNTY OF Greenville TO ALL WHOM THESE PRESENTS MAY CONCERN: Jim Douglas Donnierd and Peggy Sue Burford LEATHERWOOD, WALKER, TOOD & MANN voi 1650 ani 217 WHEREAS, (hereinafter referred to as Mortgagor) sowell and truly indebted unto Robert LeWanda Brown (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 Fifty Thousand and no/100 - - - - -Dollars (\$ 50,000.00 in accordance with the terms of said Promissory Note, with final payment due on or before

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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:

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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, City of Greenville, being known and designated as Lot No. 19 as shown on plat entitled "Section 2 of the property of Elizabeth L. Marchant" prepared by Dalton & Neves, Engineers, in July 1963 and recorded in the R.M.C. Office for Greenville County in Plat Book YY at page 145 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Fontaine Road at the joint front corner of Lots Nos. 18 and 19 and running thence with the joint line of said lots N. 30-52 W 295.6 feet to an iron pin; thence along the line of property now or formerly of Lee, N. 13-40 E. 106 feet to an iron pin; thence N. 27-49 E. 153.1 feet to an iron pin at the joint rear corner of Lots Nos. 19 and 21; thence with the joint line of said lots, S. 19-48 E. 186.5 feet to an iron pin in the bank of a small creek; thence with the joint line of Lots Nos. 19 and 20, S. 19-48 E. 250 feet to an iron pin on the northwestern side of Fontaine Road; thence with said road, S. 61-41 W. 47.9 feet to an iron pin; thence continuing with said road, S. 51-27 W. 75 feet to an iron pin; thence continuing with said road, S. 37-51 W. 27.1 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors by deed of the Mortgagee, Robert LeWanda Brown, dated March 1, 1984, to be recorded herewith.

Mortgagee has agreed that this Mortgage will be subordinated to any one subsequent mortgage which may hereafter be given by Mortgagors, provided that the indebtedness secured by such subsequent mortgage does not exceed the original amount of \$134,000.00.

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March 1, 1989;

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.

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 Sawfully 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.