

GREENVILLE CO. S.C.
OCT 2 10 15 AM 1968

BOOK 1105 PAGE 23

MORTGAGE OF REAL ESTATE—Offices of W. W. WILKINS, Attorney at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

OLLIE J. JAMES
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: I, David W. Wayner

WHEREAS, I David W. Wayner

(hereinafter referred to as Mortgagor) is well and truly indebted unto John J. Brausch

(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 Three Thousand Dollars (\$ 3,000.00) due and payable on demand

with interest thereon from date at the rate of 7% per centum per annum, until paid, in full; all interest not paid when due to bear interest at same rate as principal to be computed and paid

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,

All that piece, parcel or lot of land in the city of Greenville, being the major portion of Lot No. 27 and a small portion of the adjoining lot No. 26 on plat of Section C-1, Gower Estates, made by R. K. Campbell and Webb Surveying and Mapping Company July 27, 1962 recorded in the RMC Office for Greenville County, S. C., in plat book YY page 112 and having according to a recent survey made December 1967 by Carolina Engineering and Surveying Company, the following metes and bounds, courses and distances, to-wit:

Beginning at an iron pin on the northwest side of Ponderose Road; which iron pin is 11 feet N. 30-51 E. from the joint front corner of Lots Nos. 27 & 28; thence with a new line through Lot No. 27, N. 53-39 W. 181.4 feet to an iron pin in line of Lot No. 31; thence with the line of said lot N. 24-07 E. 125 feet to an iron pin in the rear line of Lot No. 26; thence with a new line through said lot S. 68-50 E. 188.9 feet to an iron pin on the northwest side of Ponderosa Road; thence with the north side of said Road S. 24-11 W. 21 feet to the original joint front corner of Lots Nos. 26 & 27; thence continuing with the northwest side of said Road S 27-19 W. 10 feet to a point; thence S. 28-13 W. 109.9 feet to a point; thence continuing S 30-51 W. 31.1 feet to the beginning corner.

This mortgage is junior in rank to mortgage held by Fidelity Federal Savings and Loan Association in the amount of \$38,000 recorded on Feb. 16, 1968 in the RMC Office for Greenville County in mortgage vol. 1084 page 223, and to mechanic's lien held by Roscoe Supply, Inc. in the amount of \$5,690.68 filed Sept. 3, 1968 in mechanic's lien book 13 page 227 of the RMC Office for Greenville County, S. C., and to mortgage held by Roscoe Supply, Inc. in the amount of \$4,608.55 dated Oct 2, 1968.

Together with all and singular rights, members, hereditaments, 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 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, his or its heirs, successors and assigns, forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he 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.

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.

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 7 PAGE 617

SATISFIED AND CANCELLED OF RECORD
OCT 2 7 DAY OF August 19 68
Ollie J. James
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 12:00 O'CLOCK P. M. NO. 316