

STATE OF SOUTH CAROLINA
REGISTRATION NO. 22
COMPLIED WITH
Greenville

FILED
GREENVILLE CO. S.C.
DONNIE S. JANKERSLEY
JAN 3 9 26 AM '73

BOOK 1262 PAGE 421

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Hugh C. Brown and Morris G. Brown,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Wells A. Barbrey, his heirs and assigns forever,

(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 Four-Thousand Five-Hundred and no/00

Dollars (\$4,500.00) due and payable in full at the time the said mortgagors re-sell the within property. The said amount includes the interest thereon. Said amount to be paid within or before Six months from date hereof, with interest after maturity at the rate of 7% to be paid annually.

with interest on the unpaid principal sum of \$4,500.00 at the rate of 7% per annum, to be 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, 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, Greenville Township, being known and designated as Lot No. 47, on plat of property of J. R. West, made by Dalton & Neves, December, 1939, and recorded in the R.M.C. Office for Greenville County in Plat Book D, pages 312-317, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Fourth Avenue North, joint corner of Lots 46 and 47; thence with line of Lot No. 46 N. 77-24 E. 117.7 feet to an iron pin in rear line of Lot No. 27; thence with rear line of Lot No. 27; thence with rear line of Lots Nos. 27 and 28, N. 16-50 W. 70 feet to an iron pin, joint corner of Lots Nos. 47 and 48; thence with line of Lot No. 48, S. 77-30 W. 112.6 feet to an iron pin on the east side of Fourth Avenue North; thence with said Avenue S. 12-42 E. 70 feet to the beginning corner; being the same property as conveyed to the mortgagors this same date by deed of the Mortgagee, to be recorded herewith."

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, 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.