

FILED GREENVILLE, CO. S. C.

STATE OF SOUTH CAROLINA } COUNTY OF GREENVILLE }

Nov 1 1 13 PM '73 MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN: DONNIE S. TANKERSLEY R.M.C.

WHEREAS, I, David G. Thompson, of Easley, S. C.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto L. W. Brummer

(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 Sixty Thousand, Two Hundred Eighty-Four and 03/100

in monthly installments of Five Hundred Fifty and No/100 (\$ 550.00) Dollars each, beginning on the 15th day of December, 1973, and continuing on the 15th day of each and every succeeding calendar month thereafter until the principal debt has been paid in full, said payments to be applied first to interest and then to the principal balance remaining due from month to month, (payments are made in arrears) with interest thereon from November 15, 1973 at the rate of eight (8%) 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:

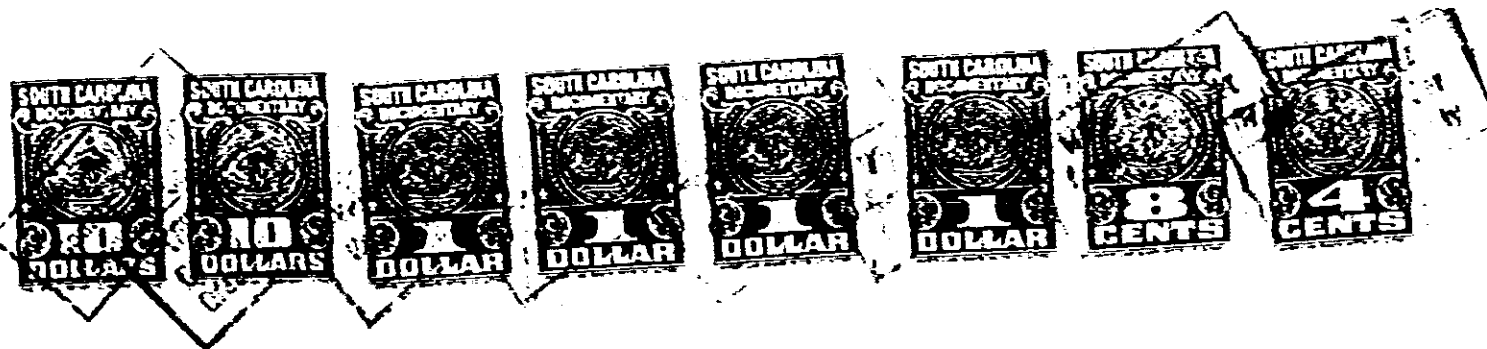
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Berea Section, being a portion of the property of N. A. Howard located on the northern side of the Cedar Lane Road, and having the following metes and bounds, to-wit:

"BEGINNING at an iron pin in the center of Cedar Lane Road at a point 2 feet west of Lot No. 5 as shown on a plat recorded in Plat Book Q at Page 87 in the R. M. C. Office for Greenville County, and running thence along the center of Cedar Lane Road, N. 70-30 W. 179.5 feet to an iron pin (which pin is located approximately 349 feet east of the intersection of Parker Road); thence N. 23-15 E. 245.52 feet to an iron pin; thence S. 85-15 E. 196 feet to an iron pin; thence S. 24-30 W. 297 feet to the beginning corner; being the same conveyed to the mortgagor by the mortgagee by deed to be recorded herewith."

This mortgage is junior and inferior to the lien of that certain mortgage given by T. Walter Brashier on May 3, 1971 in the original sum of \$ 85,000.00 in favor of Fidelity Federal Savings and Loan Association, recorded on May 5, 1971 in the R. M. C. Office for Greenville County in Mortgage Book 1189, at page 317, which mortgage and the note which it secures have been expressly assumed by the within mortgagor.

It is understood and agreed that should the mortgagor fail to perform any covenant, condition or agreement in that certain mortgage originally given by T. Walter Brashier to Fidelity Federal Savings and Loan Association referred to above, then and in any such event, the whole amount of the indebtedness hereby secured, at that time unpaid, shall at the option of the lawful owner and holder of this mortgage and the note which it secures, be and become due and collectible at once, anything hereinafter or in the note hereby secured to the contrary notwithstanding; said option to be exercised without notice.

It is further understood and agreed that the mortgagor will not sell, convey, transfer, or otherwise encumber the premises above described, without the prior consent of the mortgagee and should the mortgagor so sell, convey, transfer or encumber such premises, the mortgagee may, at his option, declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.



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.

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