

MORTGAGE OF REAL ESTATE -

GREENVILLE CO. S. C.

BOOK 1493 PAGE 847

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } 3 03 AM '80

MORTGAGE OF REAL ESTATE

JOHN F. HANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES P. BROCKMAN

(Hereinafter referred to as Mortgagor) is well and truly indebted unto T. W. Miller & E. S. Miller, Individually And As Trustees, Under Trust Provisions contained in Deed Book 1020 at page 289 recorded in the R.M.C. Office for Greenville County, South Carolina (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 Eight Hundred Eighty-Six & 20/100--- Dollars (\$34,886.20) due and payable (according to terms of note)

with interest thereon from _____ at the rate of _____ per centum 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, designated as Tract No. 3 and Tract No. 4, according to plat prepared by Charles K. Dunn, R.L.S., and being dated January 8, 1980, and containing 15.636 in Tract No. 3 and 1.55 acres in Tract No. 4, property being located approximately five miles North of Greenville on Patrol Club Road and Phillips Trail Road.

The following description covers both of the above-referred Tracts 3 and 4:

BEGINNING in the center line of Phillips Trail Road and Patrol Club Road and running thence along the center line of Phillips Trail Road, N. 80-13 E. 100 feet; thence N. 75-35 E. 145.67 feet; thence N. 68-12 E. 187.49 feet; thence N. 61-11 E. 218.29 feet; thence leaving said road, S. 34-30 E. 149.22 feet at a branch; thence with the center line of said branch, N. 61-56 E. 110 feet; thence S. 85-23 W. 230.7 feet; thence leaving said branch along Batson property N. 00-29 W. 57.35 feet to a stone; thence crossing Phillips Trail Road, N. 05-27 W. 807.37 feet; thence N. 68-43 W. 510.45 feet to a nail and cap in Patrol Club Road; thence with Patrol Club Road, the following courses and distances; S. 48-32 W. 256.13 feet; S. 39-37 W. 169.59 feet; S. 45-37 W. 173.74 feet to the corner of Patrol Club Road and a Dead End Road; thence continuing with Patrol Club Road, S. 08-43 W. 102.03 feet; S. 21-57 E. 197.71 feet; S. 09-30 E. 134.66 feet; S. 10-46 W. 134.54 feet; S. 52-45 W. 363.20 feet to the beginning corner.

There are two other mortgages executed simultaneously herewith on adjoining properties and upon the payment of a total sum of \$80,000.00 toward total purchase price, two separate parcels for a total of five (5) acres will be released from the Mortgage, one to James P. Brockman, his heirs and assigns and/or Mac E. Snyder, his heirs and assigns.

THIS BEING the same property conveyed by deed from Thomas W. Miller & E. Stone Miller, Individually unto Thomas W. Miller and E. Stone Miller, As Trustees for William N. Miller, Jr., Lilla M. Byrum and May M. Whitley, said deed being recorded in the R.M.C. Office for Greenville Co., S. C. in Deed Book 1020 at page 289, on the 25th day of April, 1975.

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STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
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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 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.

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