

BROWN, BYRD, BLAKELY & MASSEY, P.A., 700 East North Street, Greenville, SC 29601
MARCHBANKS CHAPMAN BROWN & HADLER, S.C. XXXXXXXX STREET XXXXXXXX GREENVILLE S.C. 29602

MORTGAGE OF REAL ESTATE

FEB 22 4 28 PM '80

BOOK 1496 247

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

BOOK 1496 MORTGAGE OF REAL ESTATE
M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, THOMAS L. BROWN, III-----

hereinafter referred to as Mortgagor) is well and truly indebted unto COMMUNITY BANK-----

of Brown Properties, a General Partnership

hereinafter referred to as Mortgagee) as evidenced by promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Two Hundred Three Thousand and No/100-----

Dollars (\$203,000.00) due and payable

on or before one (1) year from the date hereof,

with interest thereon from date at the rate of * per centum per annum, to be paid quarterly

*prime lending rate of Community Bank plus one (1%) percent

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 Mortgagee 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

ALL that certain piece, parcel or lot of land, located, lying and being in the County of Greenville, State of South Carolina, on the Southeastern side of Mt. Vista Avenue, being known and designated as Lot No. 192 on plat of Section Revision of Traxler Park, dated March, 1923, recorded in the Greenville County RMC Office in Plat Book E at Page 115, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the Southeastern side of Mt. Vista Avenue at the corner of Lot No. 193 and running thence S. 25-23 E., 198.8 feet to a point; thence S. 57-29 W., 70.56 feet to a stake at the corner of Lot No. 191; thence N. 25-23 W., 207.5 feet to a stake on the Southeastern side of Mt. Vista Avenue; thence with the Southeastern side of Mt. Vista Avenue N. 64-37 E., 70 feet to the point and place of beginning.

This mortgage is junior in priority to that certain note and mortgage heretofore given and granted to C. Douglas Wilson and Company, recorded in the Greenville County RMC Office in REM Book 1057 at Page 99, on May 8, 1967.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
FEB 22 1980

This is the same property conveyed by deed of Robert M. Austell and Marion D. Austell recorded January 25, 1971 in Deed Book 907 Page 203.

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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