

THIS MORTGAGE IS NOT ASSUMABLE

BOOK 1573 PAGE 117

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

S. C.

PH '82

RSLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOHN A. BRAUN AND JULIA L. BRAUN

(hereinafter referred to as Mortgagor) is well and truly indebted unto

ERNEST M. YOHN AND MARIE PACE YOHN

(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

FIFTY THOUSAND DOLLARS AND NO/100-----Dollars (\$ 50,000.00) due and payable
IN ACCORDANCE WITH THE TERMS OF THE NOTE OF EVEN DATE HEREWITH
FOR WHICH THIS MORTGAGE STANDS AS SECURITY

with interest thereon from date at the rate of 14% 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, City of Greenville, on the southeast side of Woodland Way and having, according to plat made by Piedmont Engineering Service on August 30, 1949, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of Woodland Way at the joint front corner of property of Janie B. Roberson, said iron pin also being 320 feet in a northeasterly direction from a 20 foot alley now closed (see Deed Book 467, Page 365), and running thence with the southeast side of Woodland Way N. 57-30 E. 100 feet to an iron pin, joint front corner of property herein conveyed and property of Josephine W. Patton; thence along the line of the Patton property S. 31-30 E. 256.4 feet to an iron pin on the northwest side of Hemlock Drive, joint rear corner of property herein conveyed and property of Josephine W. Patton; thence along the northwest side of Hemlock Drive, S. 59-29 W. 75 feet to an iron pin on Hemlock Drive, joint rear corner of property herein conveyed and property of Janie B. Roberson; thence along the line of said Roberson property N. 36-35 W. 254.3 feet to an iron pin on the southwest side of Woodland Way, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagor's herein by deed of Ernest M. Yohn and Marie Pace Yohn, dated June 18, 1982, and recorded simultaneously herewith.

THIS mortgage is junior in lien to that certain mortgage in favor of Carolina Federal Savings and Loan Association, dated July 18, 1982, and recorded in the RMC Office for Greenville County in REM Book 1168 at Page 874. on June 18, 1982.

Mortgagee's Address: P.O. Box 576
OCCOEE, FLA. 32761

If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliance, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

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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