MORTGAGE OF REAL ESTATE-Prepared by Rainey, Fant & Horton, Attorneys at Law, Greenville, S. C.

The State of South Carolina,

COUNTY OF Greenville

GREENVILLE CO. S. C.

JUN 19 3 42 PM 1967

OLLIE FAMNSWORTH R. M.C.

SEND GREETING:

Whereas, T

aid ROBERT L. BROWN

my

hereinafter called the mortgagor(s) in and by

certain promissory note in writing, of even date with these presents,

am well and truly indebted to CHARLES I. MADDOX

hereinafter called the mortgagee(s), in the full and just sum of Three Thousand Four Hundred and

Beginning on the 16 day of July , 19 $\,67$, and on the $\,16$ day of each of each year thereafter the sum of \$66.53, to be applied on the interest month and principal of said note, said payments to continue up to and including the 16 day of May 19~72 , and the balance of said principal and interest to be due and payable on the 16~ day of June 19 72; the aforesaid monthly payments of \$66.53 each are to be applied first to interest at the rate of six & 2 (6 ½%) per centum per annum on the principal sum of \$3,400.00 OI so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as herein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or convenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That I , the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said mortgager(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Charles I. Maddox, His Heirs and Assigns, Forever:

ALL that lot of land with the buildings and improvements thereon, situate on the West side of Balfer Drive near the City of Greenville in Greenville County, S. C., being shown as Lot No. 88 on plat of Section III of Wade Hampton Gardens, recorded in the RMC Office for Greenville County, S. C., in Plat Book YY, Page 179, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the West side of Balfer Drive at the joint front corner of Lots 87 and 88 and runs thence along the line of Lot 87 N 72-30 W 160 feet to an iron pin; thence S 17-30 W 110 feet to an iron pin; thence along the line of Lot 89 S 72-30 E 160 feet to an iron pin on the West side of Balfer Drive; thence along Balfer Drive N 17-30 E 110 feet to the beginning corner.

This is the same property conveyed to me by deed of Charles I. Maddox of even date herewith, and this mortgage is given to secure the balance of the purchase price of said property, and said mortgage is junior in rank to the lien of that mortgage given by Charles I. Maddox on October 14, 1965 for \$23,000.00, recorded in the RMC Office in Mortgage Book 1010, Page 552.

5-15-69
At 3; 30 P.M.
27316
Witness
Thelma G. Pickens

Poreclosure 15 day of May

A.D., 1969. Bee Judgment Roll

No. K-1250

Though P. M. Jowan A.