

FILED
GREENVILLE, S. C. JAMES B. MCKINNEY, JR.
ATTORNEY-AT-LAW

BOOK 1127 PAGE 567

STATE OF SOUTH CAROLINA JUN 6 4 18 PM '69
COUNTY OF GREENVILLE LILLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we James W. Chafin, Joseph Raczowski, Violet C. Chafin and Fannie Lucille Raczowski (hereinafter referred to as Mortgagor) is well and truly indebted unto John R. Brown and Shirley Mae Brown

(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 sixteen thousand and four hundred Dollars (\$ 16,400.00) due and payable in 120 installments of \$136.50 each, the first installment to be due September 1, 1969, and the remaining payments to be made on the first day of each and every month thereafter until paid in full,

maturity with interest thereon from ~~two~~ At the rate of seven 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, and in Saluda Township, on the eastern side of Buncombe Road and adjoining lands now or formerly of B. E. Boswell, W. Y. Batson and J. T. McKinney, et al and containing 48.8 acres, more or less, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Buncombe Road and running thence N. 54-00 E. 26.63 chains to a stake; thence S. 72 1/2 E. 10.12 chains to a pine; thence S. 51 1/4 E. 7.91 chains to an iron pin in farm road; thence N. 25 1/2 E. with Batson line 5.85 chains to a stake on said line; thence N. 56 1/4 W. ~~XXXXXXXXXXXXXXXXXXXX~~ 29.50 chains to a stake on B. E. Boswell line; thence S. 47.00 W. 26.54 chains to an iron pin in the center of Buncombe Road; thence along said Buncombe Road, S. 23 1/4 E. 12.07 chains to the beginning corner.

LESS HOWEVER, that tract of land containing 8.4 acres, sold by T. A. Turner to Etta Allman on April 16, 1919, and recorded in the R. M. C. Office for Greenville County in Deed Book 44, at page 563.

This deed conveys a tract containing 40.4 acres, subject to right-of-way of S. C. State Highway Department for road, and subject to right-of-way of Duke Power Company recorded in Deed Book 815 at page 179.

~~the mortgagee, assignee, or any other person who may hereafter acquire title to the premises, shall be bound to pay the same to the mortgagee, or until the mortgage is paid.~~
and hereafter agree that no improvements now on the premises and no timber on the premises shall be cut or removed from the premises without the written consent of the mortgagee, or until the mortgage is paid.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

This Mortgage Assigned to: *Shirley Mae Williams Brown*
Robert Brown, decedent
Shirley Mae Williams Brown, Exr. of the Est. of John