

GREENVILLE, CO. S. C.

Nov 10 2 27 PM '70

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HORTON, DRAWDY, DILLARD, MARCHBANKS, CHAPMAN & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, EUGENE C. BROWN

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. G. NICHOLSON

(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 One Thousand Two Hundred and No/100-----

Dollars (\$ 1,200.00) due and payable

In monthly installments in the sum of \$25.00 each commencing on June 1, 1970, and continuing on the first day of each month thereafter until paid in full, all payments to apply first to interest with balance to principal,

with interest thereon from date at the rate of SIX 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 those pieces, parcels or lots of land situate, lying and being on the Eastern side of an unnamed road near the Oil Camp Creek Road and the waters of Lake Pinnacle near the middle Saluda River in Greenville County, South Carolina, being shown and designated as Lots Nos. 10 and 11, Section C on a Plat of Pinnacle Lake Development made by J. C. Hill, dated January 18, 1956, and recorded in the RMC Office for Greenville County, S. C., in Plat Book KK, page 99, each of said lots having according to said plat a depth of 150 feet and each being 50 feet wide.

The above described property is a part of the same conveyed to Mortgagor herein by deed of Mortgagee of even date herewith, this being a purchase money mortgage.

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.