GREENVILLE CO., STOOL & Mann, Attorneys at Law, Greenville, S. C.800K 1173 PAGE 369 MORTGAGE OF REAL ESTATE-Offices

STATE OF SOUTH CAROLINA GREENVILLE COUNTY OF

HOV 23 4 45 PH MORTGAGE OF REAL ESTATE OLLIÉ FARNS WO ALLI WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

J. HARVEY BROWN and GEORGE R. COUSAR, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST PIEDMONT BANK & TRUST COMPANY

(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

FIVE THOUSAND FOUR HUNDRED FIFTY AND NO/100----- Dollars (\$ 5,450.00 ...) due and payable in quarterly installments of \$681.25 beginning on the 20th day of February, 1971 and continuing on the same day of each quarter thereafter until paid in full;

with interest thereon from

date

per centum per annum, to be paid: Quarterly.

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 scaling 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, Town of Mauldin, and being known and designated as Lots #7, 8, & 9 as shown on plat of property of Maude Rogers dated August 12, 1958 and prepared by J. C. Hill and being recorded in the R.M.C. Office for Greenville County in Plat Book 00, Page 154, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint rear corner of Lots #6 & 7, said iron pin being N. 84 E. 156.8 ft. from the joint front corner of Lots #5 & 6 and run ning thence N. 84 E. 85 ft. to an iron pin; thence S. 10 E. 375.4 ft. to an iron pin; thence S. 70-45 W. 289 ft. to an iron pin; thence N. 28 E. 65 ft. to an iron pin; thence N. 32-15 E. 233.8 ft. to an iron pin; thence in a circle commencing in an easterly direction and terminating in a westerly direction a total of 60 ft.; thence N. 73 E. 120 ft. to a point on the eastern edge of Rainbow Circle; thence along the eastern side of Rainbow Circle N. 2-40 E. 62.5 ft. to a point; thence N. 5-30 W. 62.5 ft. to an iron pin at the point of beginning.

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 hereinahove 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.