

STATE OF SOUTH CAROLINA } DEC 1 4 11 PM '71
COUNTY OF GREENVILLE } OLLIE FARNSWORTH
MORTGAGE OF REAL ESTATE
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS, EUGENE C. BROWN

(hereinafter referred to as Mortgagor) is well and truly indebted unto BOMAR ENTERPRISES, INC.

(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

TWENTY EIGHT THOUSAND and no/100-----Dollars (\$ 28,000.00) due and payable

in monthly installments in the sum of \$325.11 each, commencing on January 1, 1972,

with interest thereon from date at the rate of 7 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 piece, parcel or lot of land, together with buildings and improvements, situate, lying and being at the Northeastern corner of the intersection of Laurens Road with Dunrovin Street (formerly known as James Street) in the City of Greenville, Greenville County, South Carolina, being shown and designated as Lot No. 13 and a small portion of Lot No. 14 on a Plat of the Property of Emma C. Poag, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book K, Page 68, and having, according to a Plat of the Property of Eugene C. Brown, made by C. C. Jones, Engineer, dated November 30, 1971, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4L, Page 181, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Northeastern corner of the intersection of Laurens Road with Dunrovin Street and running thence along the Eastern side of Dunrovin Street, N. 34-15 E., 200 feet to an iron pin; thence S. 55-45 E., 85.3 feet to an iron pin in the line of Lot No. 14; thence a new line through Lot No. 14, S. 34-15 W., 200 feet to an iron pin on Laurens Road; thence along the Northern side of Laurens Road, N. 55-45 W., 85.3 feet to an iron pin, the beginning corner.

The within Mortgage is junior in lien to a Mortgage covering the above described property owned by Harold B. and Ruth Louise Spearman, recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1138, Page 627, in the original sum of \$62,500.00, which has a present balance due in the sum of \$55,570.13. This is 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.