

FILED
GREENVILLE CO. S. C.

BOOK 1244 PAGE 121

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AUG 8 12 51 PM '72

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:
ELIZABETH RIDDLE
R.M.C.

WHEREAS, Jimmy Murphy and Gail Murphy,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Lloyd M. 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 Three Thousand Five Hundred Seventy-Eight Dollars and Fifty-Eight (\$3,578.58) Cents, ~~plus interest~~ due and payable in equal monthly installments of Fifty (\$50.00) Dollars each, commencing August 15th, 1972; and on the 15th day of each and every month thereafter until paid in full,

with interest thereon from date at the rate of 7½ 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 on the northwestern side of Latham Drive, being known and designated as Lot No. 35, as shown on a Plat of Section 2 of Farmington Acres, as recorded in the R. M. C. Office for Greenville County, in Plat Book BBB, at Page 169, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Latham Drive, at the joint front corner of Lots 18 and 35, and running thence along the common line of said Lots N. 37-15 W. 155 feet to an iron pin; thence running N. 52-45 E. 100 feet to an iron pin at the joint rear corner of Lots 35 and 36; thence with the common line of said Lots S. 37-15 E. 155 feet to an iron pin on the northwestern side of Latham Drive; thence with the line of said Latham Drive S. 52-45 W. 100 feet to the point of beginning.

This is the same property conveyed to the Mortgagors by deed from L.M. Brown Builders, Inc., dated July 28th, 1972, and recorded simultaneously herewith.

This mortgage is junior to a certain mortgage in favor of Carolina National Mortgage Investment Co., Inc., in the principal sum of \$16,400.00, recorded in the R.M.C. Office for Greenville County, in Mortgage Book 1043, at page 27, and having a present principal balance due thereon of \$15,121.42.

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.