

NTC

BOOK 1289 PAGE 529

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
AUG 31 12 56 PM '73

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
F.H.C.

WHEREAS, We, THOMAS E. WALTERS & JUDY BROWN WALTERS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto DAVID B. BROWN, JR.

(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-SEVEN THOUSAND NINE HUNDRED NINETY-NINE AND 97/100- - - - - Dollars (\$ 27,999.97) due and payable \$100.00 per month until paid in full, commencing September 1, 1973

no with/interest thereon from --- at the rate of --- per centum per annum, to be paid: ---

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, in Saluda Township, containing 2.3 acres, more or less, according to a plat of the Property of Tommy Walters and Judy Walters, according to a survey made by Terry T. Dill on August 20, 1972, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southern side of Highway No. 11 and running thence along edge of right of way of Highway No. 11, N. 55-55 E. 380 feet to iron pin; thence continuing with said road N. 57-20 E. 500 feet to an iron pin; running thence S. 32-23 E. 223 feet to a Sweet Gum and iron pin; running thence S. 58-15 W. 381.2 feet to an iron pin; running thence N. 60-09 W. 215 feet to a stone; running thence S. 59-51 W. 200 feet to an iron pin on Highway No. 11, the beginning corner.

11.20



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 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 whatsoever lawfully claiming the same or any part thereof.

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