

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, GARRETT & GARRETT, A General Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto T. Walter Brashier

(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 Sixteen Thousand Five Hundred and no/100ths

in annual installments on the principal in the sum of \$5,500.00 Dollars (\$ 16,500.00 ) due and payable, 1975, and on the same day of each year thereafter in the sum of \$5,500.00, on the principal, plus interest on the principal balance from time to time due, with interest thereon from date at the rate of 9 per centum per annum, to be paid: annually.

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 containing three acres, more or less, situate, lying and being at the northeastern corner of the intersection of the right of way of U. S. Highway No. 276 with Fairview Road (also known as Neely Ferry Road), in the Town of Simpsonville, Greenville County, South Carolina, bounded on the East by the Fairview Road; on the North by property of J. M. Latimer; on the West by the right of way of U. S. Highway No. 276, being a portion of the J. M. and Ida Latimer property shown on a plat recorded in the RMC Office for Greenville County, S. C., in Plat Book RR, page 1, and having according to a plat of the property of J. M. LATIMER made by C. O. Riddle, Surveyor, dated January 18th, 1972, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of the right of way of U. S. Highway No. 276 at the corner of property now or formerly owned by J. M. Latimer and running thence along the edge of said right of way, S. 36-00 E., 400.4 feet to an iron pin; thence continuing with the edge of said right of way, S. 65-42 E., 86.8 feet to an iron pin on the edge of the right of way of an access road; thence along the northern side of the edge of the right of way of said access road, N. 84-35 E., 136.2 feet to an iron pin; thence continuing along said side of said access road, N. 35-23 E., 130.7 feet to an iron pin; thence N. 76-12 E., 40.9 feet to an iron pin in or near the center line of Fairview Road; thence with the center line of Fairview Road, N. 15-30 W., 210 feet to a point (said point being located 24.25 feet east of an iron pin on the edge of the right of way of said road); thence along the line of property now or formerly owned by J. M. Latimer, N. 86-50 W., 510.2 feet to an iron pin, the point of beginning.

The within mortgage is junior in lien to a first mortgage covering the above described property given by T. Walter Brashier to James M. Latimer in the original sum of \$14,000.00, recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 1221, page 171, which has a present balance due in the sum of \$7,302.39.



Together with all and singular rights, members, herditaments, 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.

The Mortgagee further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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