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GREENVILLE CO. S. C.

NO 8 11 45 AM '76

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DEWEY S. TAYLOR, JR.
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HENRY B. BROWN AND MARY ANN BROWN

hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES E. BURGER

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 SIX THOUSAND EIGHT HUNDRED NINETY SEVEN AND 77/100

Dollars (\$6,897.77) due and payable

AT THE RATE OF ONE HUNDRED DOLLARS (\$100.00) PER MONTH, WITH THE FIRST PAYMENT BEING DUE JULY 1, 1976, AND A LIKE AMOUNT DUE ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL PAID IN FULL

with interest thereon from _____ date _____ at the rate of nine _____ 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 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, being known and designated as Lot No. 1 at the intersection of Williams Street and Batson Road, as shown on a plat prepared by R. B. Bruce, dated September 1972, entitled "Property of Billy McIntyre" which plat is of record in the Office of the RMC for Greenville County in Plat Book 4U at page 94, reference to said plat being craved for a metes and bounds description thereof.

It is understood and agreed that this mortgage shall be second and junior in lien to that certain mortgage held by Family Federal Savings and Loan Association, recorded in the RMC Office for Greenville County in Mortgage Book 1248 at page 181.



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 whomsoever lawfully claiming the same or any part thereof.

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