

FILED
GREENVILLE CO. S. C.

BOOK 1387 PAGE 413

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

JAN 14 12 35 PM '77

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
W.M.C.

WHEREAS, Claude R. Rogers

(hereinafter referred to as Mortgagor) is well and truly indebted to 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 Forty-Six Thousand and No/100

Dollars (\$ 46,000.00) due and payable

interest only every six (6) months beginning June 14, 1977 at the rate of 8% for a period of three (3) years with the entire principal balance due and payable three (3) years from date

with interest thereon from date at the rate of eight per centum per annum, to be paid: semi-annually as stated above.

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:

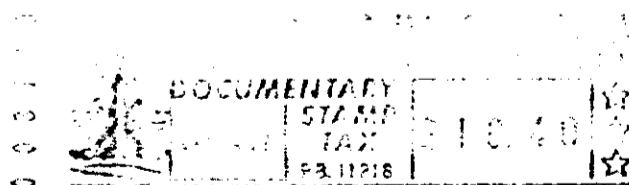
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northwest side of State Park Road (S. C. Highway No. 253) and having the following metes and bounds according to a plat of C. O. Riddle, Reg. L. S., dated August 24, 1972, recorded in the RMC Office for Greenville County in Plat Book 4-T at Page 27, to-wit:

Beginning at a point on the northwest side of State Park Road, 214.6 feet, more or less, from Timber Lane and running thence N.76-49 W. 43.35 feet; thence N.80-57 W. 114.1 feet to an old iron pin in line of property now or formerly of Hollyvale Subdivision; thence along the line of property now or formerly of said Subdivision, N.30-05 W. 786.3 feet to an iron pin; thence N.16-12 W. 369.3 feet to an iron pin in line of property now or formerly of Mamie D. Maddox; thence along the line of said Maddox property, N.78-31 E. 706.1 feet to an iron pin; thence S.83-55 E. 122.5 feet to an old iron pin in line of property now or formerly of Paris Mountain Farms Subdivision; thence along the line of said Subdivision property, S.05-04 W. 129.2 feet to an old iron pin; thence S.04-32 W. 963.6 feet to an old iron pin on the northwest side of State Park Road; thence along the northwest side of State Park Road, S.36-00 W. 126.1 feet to the point of beginning, containing 14.47 acres, more or less.

LESS HOWEVER, approximately one-half (1/2) acre tract previously conveyed to Charles B. Powell by the Grantor herein by deed recorded in the RMC Office for Greenville County in Deed Book 981 at Page 22, on 8/2/73.

This is the same property as that conveyed to the Mortgagor herein by deed from T. Walter Brashier recorded in the RMC Office for Greenville County on January 14, 1977,

This mortgage is non-transferable, and in the event the property herein is sold by the Mortgagor, the entire balance due and owing on said mortgage shall become immediately due and payable, at the option of the Mortgagee.

The mailing address of the ^{Mortgagee} Mortgagor herein is 805 Wade Hampton Blvd., Greenville, S.C.

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 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.