

P.O. Box 3028
Greenville, S. C. 29602

FILED
GREENVILLE CO. S. C.

1415 PAGE 72

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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NOV 7 11 11 AM '72
DONNIE S. TANKERSLEY
R.H.C.

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

WHEREAS, I, DAVID KIRK BROWN

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST CITIZENS BANK & TRUST COMPANY

(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 SEVEN THOUSAND, FIVE HUNDRED and No/100-----

----- Dollars (\$ 7,500.00) due and payable

according to the terms of the note of even date, for which this mortgage stands as security.

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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:

6 "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 northern edge of Jones Mill Road, being shown and designated as Lots N 14 and N 15 on a plat entitled Section 3-N, Whippoorwill Estates, Whippoorwill Development Co., Inc., by Enwright Associates, dated 8-21-69, as shown in Greenville County Plat Book 4-L at Page 155, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northern edge of Jones Mill Road, at the joint front corner with Lot N 13, and running thence with the northern edge of Jones Mill Road, N. 73-06 E. 163 feet to the joint front corner of Lot N 14 with Lot N 15; thence continuing with the northern edge of Jones Mill Road, N. 69-03 E. 198.4 feet to a point; thence S. 2-59 W. 229.2 feet to a point; thence S. 31-36 E. 146.8 feet to a point; thence S. 86-12 W. 174.2 feet to the joint rear corner of Lot N 15 with Lot N 14; thence S. 87-35 W. 22 feet to a point; thence N. 74-46 W. 182 feet to a point at the joint rear corner of Lot N 14 with Lot N 13; thence with the common line of said lots, N. 9-54 W. 203.4 feet to the point of beginning.

This being the identical property conveyed to the mortgagor herein by deed of Jo Ann S. Brown, dated October 11, 1977, and recorded October 12, 1977, in Greenville County Deed Book 1066 at Page 630.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
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\$ 03.00
RE. 11218

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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