

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

JUN 7 4 48 PM '78
DANNIE S. TANKERSLEY
R.H.C.

BOOK 1434 PAGE 515

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

WHEREAS, Jerry C. Queen

(hereinafter referred to as Mortgagor) is well and truly indebted unto John L. Bruin

(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 Thousand Eight Hundred and 00/100 -----

----- Dollars (\$20,800.00) due and payable
within ten (10) years from date

with interest thereon from date at the rate of eight (8%) per centum per annum, to be paid: annually
on the unpaid balance of the principal amortized

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, lying on the southern side of Earle Street in the City of Greenville, being shown and designated as Lot No. 10 and the greater portion of Lot No. 11, on a plat of the Property of Florida S. Miller, dated April, 1919, made by R. E. Dalton, Engineer, and recorded in the R.M.C. Office for said county and state in Plat Book E, page 99, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Earle Street at the joint front corners of Lots Nos. 9 and 10, and running thence along the common line of said lots, S 3-11 W 187.8 feet to an iron pin; thence running along the rear line of Lots Nos. 17, 16, and 15, N 84-19 W 106 feet to an iron pin (said pin being located 3 feet East from the joint rear corner of Lots Nos. 11 and 12); thence through Lot No. 11, N 2-46 E 185.2 feet to an iron pin on Earle Street; thence along the southern side of Earle Street, S 85-38 E 106 feet to an iron pin; the beginning corner.

THIS Mortgage is given in consideration of and is junior in rank to that mortgage given by Barney Ray and Betty C. Padgett to Cameron-Brown Company, dated December 15, 1967, and recorded December 18, 1967, in Greenville County Mortgage Volume 1079, at Page 317, in the original principal amount of \$18,000.00, said mortgage having a present balance owing of \$13,482.98 .

DERIVATION: This being the same property conveyed to the Mortgagor herein by Deed dated May 23, 1978 from John L. Bruin, said Deed to be recorded herewith in ~~Deed~~ Volume 1080, at Page 700, in the R.M.C. Office for Greenville County, South Carolina.

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STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
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\$ 08.32
PS 11218

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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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