ADDRESS:

MORTGAGE - INDIVIDUAL FORM DILLARD SOMITCHELL, P.A., GREENVILLE, S. C. STATE OF SOUTH CAROLINA (F.)

MORTGAGE OF REAL ESTATE Pour 1-100

683

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. Michael K. Brown

COUNTY OF GREENVILLE

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mark C. Asher

(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

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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 scaling 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 with all buildings and improvements thereon, situate, lying and being on the northern side of Oil Camp Creek Road in Cleveland Township, Greenville County, South Carolina being known and designated as the major portion of Lot No. 5 and an additional portion adjoining lot no. 5 on the northern side thereof as shown on a plat entitled EAGLE ROCK SUBDIVISION made by Harry W. Ashworth recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5-J at Page 11 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Oil Camp Creek Road at the joint front corner of lots nos. 4 and 5 and running thence with the center line of Oil Camp Creek Road the following courses and distances: S. 42-12 E. 199.78 feet to an iron pin, N. 59-50 W. 50 feet to an iron pin, N. 82-46 W. 50 feet to an iron pin, S. 81-22 W. 50 feet to an iron pin; thence with the line of property marked "others" on said plat, N. 4-00 W. 121.56 feet to an iron pin; thence continuing with the line of property marked "others", N. 86-30 W. 150.66 feet to an iron pin at the joint corner of lots nos. 5 and 6; thence along the common line of said lots 5 and 6, North 689.82 feet to a point 200 feet due north of the joint rear corner of lots nos. 5 and 6; thence east 429.59 feet to a point 200 feet due north of the joint rear corner of lots nos. 4 and 5; thence South 997.24 feet to an iron pin in the center of Oil Camp Creek Road, the point of beginning.

LESS the following described property:

ALL that piece, parcel or lot of land being a small portion of lot no. 5 as shown on a plat entitled PLAT FOR MARK C. ASHER AND MAJORIE C. ASHER made by Webb Surveying and mapping Company dated January 1980, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7-V, at Page 39 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of lots nos. 5 and 6 in the line of property shwon as a 1.166 acre tract and running thence along the original common line of lots nos. 5 and 6, N. 0-03 E. 483.82 feet to an iron pin in the rear line of lot no. 5; thence along the rear line of lot no. 5, S. 89-52 E. 150.01 feet to an iron pin; thence a new line through lot no. 5, S. 0-07 W.474.29 feet to an iron pin at the northeasternmost corner of the 1.166 acre tract as shown on the above described plat; thence along the common line of said tract and lot no. 5, S. 86-30 W. 149.7 feet to an iron pin, the point of beginning. This is the same property conveyed to Michael K. Brown by deed of Mark C. Asher of even date to be recorded herewith.

Together with all and ingular right, members, berditaments, and appurtenances to the same belonging in any way incident or appertaining, and

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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor 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 Mortgager 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.

No living trees shall be cut on the property described in this mortgage until such time as the outstanding balance due on the note which is secured by this mortgage is in the sum of \$3,000.00 and the interest due thereon is in a current condition.

Committee Committee

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