

F.O. Box 741
Fayetteville, N.C. 29687

GR... FILED
CO. S. C.
NOV 29 AM '80
W. R. SLEY

BOOK 1498 PAGE 994

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, I, LINDA G. POLLARD

(hereinafter referred to as Mortgagor) is well and truly indebted unto

W. ROGER BROWN

(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-six Thousand and No/100 -- Dollars (\$26,000.00) due and payable

with interest thereon from date at the rate of 9 1/2 % per centum per annum, to be paid:
as per the terms of said note.

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,

ALL that certain piece, parcel or lot of land with buildings and improvements thereon, situate, lying and being on the southeastern side of Dempsey Street in the County of Greenville, State of South Carolina, being known and designated as a portion of Lot #11 of the E. A. Smythe property, a plat of which is recorded in the RMC Office for Greenville County in Plat Book D at Page 170 and being described according to a more recent plat prepared by Piedmont Engineering Service, dated October 28, 1954, entitled "Property of Vernon Ray LeFevre" and having according to said latter plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Dempsey Street which iron pin is 1,373 feet from the intersection of Dempsey Street and Chapman Road and running thence along the southeastern side of Dempsey Street, S31-50W 84 feet to an iron pin at the joint front corner of Lot #11 and Lot #12; thence along the common line of said lots, S71-04E 434.7 feet to an iron pin; thence along the common line of the subject premises and Chesnut Hills property, N28-13E 84 feet to an iron pin; thence through Lot #11, N71-04W 429.5 feet to the point of beginning.

This is that property conveyed to Mortgagor by Deed of W. Roger Brown dated and filed concurrently herewith.

This Mortgage given pursuant to the South Carolina Consumer Protection Code, Title 37, South Carolina Code of Laws, 1976.

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.

4328 RV-2