

Mortgagee:
661 Rutherford Rd. MORTGAGE OF REAL ESTATE -
Greenville, SC 29607 ORF FAVI = CO. S.C.

REC: 1549 PAGE 5

STATE OF SOUTH CAROLINA } 3 27 PM '81
COUNTY OF Greenville }
JONNIE S TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Cecil Charles Brown

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

William T. Bates

(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

FIFTY THOUSAND AND NO/100 - - - - - Dollars (\$ 50,000.00) due and payable

in the sum of \$10,500.00 on July 31, 1981, plus interest, and the sum of \$5,000.00 per year on the 31st day of July of each year thereafter until principal and interest are fully paid, EXCEPT that the final payment to principal shall be \$4,500.00, plus interest, if not paid sooner.

with interest thereon from date at the rate of 11% per centum per annum, to be paid: Annually

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:

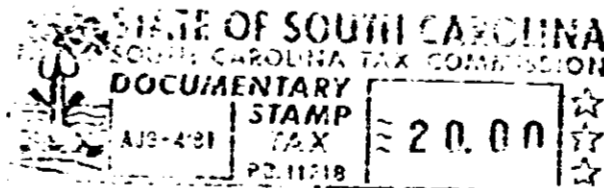
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville situate at the northeastern corner of the intersection of the Old Spartanburg Road and Batesview Drive in the City of Greenville, being shown and designated as Lot 50 on plat of University Heights, recorded in Plat Book Y, at page 53 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin at the northeastern corner of the intersection of Old Spartanburg Road and Batesview Drive and running thence with the eastern side of Batesview Drive, N. 33-35 W. 200 feet to pin at corner of Lot 49; thence with line of Lot 29, N. 56-12 E. 148 feet to pin at corner of Lot 51; thence with line of Lot 51 in a southeasterly direction 200 feet to pin on Old Spartanburg Road; thence with the Northwestern side of Old Spartanburg Road in a Southwesterly direction 140 feet to point of beginning.

LESS, HOWEVER, a strip of land taken from the front of said lot for the purpose of widening Old Spartanburg Road.

This being the same property conveyed to the Mortgagor herein by deed of Frank P. McGowan, Jr. as Master in Equity for Greenville County, recorded simultaneously with this mortgage in Deed Book 1152, page 952.

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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 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.

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