MORTGAGE OF REAL ESTATE-Offices of WILLIAMS & HENRY, ATTORNEYS AT LAW, GREENVILLE 1555 FAGE 961

STATE OF SOUTH CAROLINA A 30 FM OF COUNTY OF GREENVILLE JOHN!

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

WHEREAS, Jon H. Carlson and Debbie R. Carlson

(hereinaster referred to as Mortgagor) is well and truly indebted unto Brown Properties of S. C., Inc.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in corporated herein by reference, in the sum of

Seven Thousand and No/100----- Dollars (\$ 7,000.00) due and payable

be paid on November 22, 1981, and a like amount shall be paid on the same date in each succeeding month thereafter until the aforesaid indebtedness, together with accrued interest, shall be paid in full payments to be applied first to interest with the balance, if any, to principal 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, the Mortgagoe's heirs, successors and assigns:

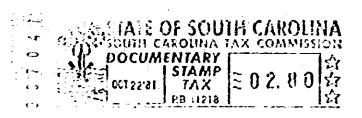
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville.

ALL that certain piece, parcel, or lot of land, situate, lying, and being in the County of Greenville, State of South Carolina, and being known and designated as Lot 203, Peppertree Subdivision, Section 3, according to a plat prepared of said subdivision by Piedmont Engineers and Architects, December 14, 1972, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat BOok 4-X, at Page 4, and according to a more recent survey of said lot prepared by Freeland and Associates, October 20, 1981, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8-W, at Page 21, having the following courses and distances, to-wit:

BEGINNING at an old pin on the edge of Fox Row, joint front corner with Lot 204, and running thence with the common line with said Lot, S. 1-20 W. 151.90 feet to an old iron pin; thence, S. 89-32 W. 60.7 feet to an old iron pin, joint rear corner with Lot 202; thence running with the common line with said Lot, N. 9-58 W. 149.10 feet to an old iron pin on the edge of Fox Row; thence running with the edge of said Road, N. 86-30 E. 90.22 feet to an old iron pin, the point of beginning.

The within property is the identical property conveyed by the Mortgagee to the Mortgagors herein by deed of even date herewith and which is being recorded simultaneously recording of the within instrument. The within mortgage is a second mortgage.

The within mortgage is governed by the provisions of the South Carolina Consumer Protection Code.



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 is is lawfully seized of the premises bereinabove 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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