

GADDY & DAVENPORT, P.A., ATTORNEYS AT LAW

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State of South Carolina
County of GREENVILLE

FILED
MAY 30 1983

Mortgage of Real Estate

THIS MORTGAGE is dated ~~2 3 1984~~ June 1, 19 83

THE "MORTGAGOR" referred to in this Mortgage is Ansel Cecil Brady, Emily S. Brady, and Karen B. Farmer, whose address is 28 Potomac Avenue, Greenville, South Carolina 29605

THE "MORTGAGEE" is Stanley J. Magusiak and Susie J. Magusiak, whose address is 10333 Grouse Road, El Paso, Texas 79924,

THE "NOTE" is a note from Ansel Cecil Brady, Emily S. Brady and Karen B. Farmer to Mortgagee in the amount of \$ 25,000.00, dated _____, 19 83. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is June 1, 19 93. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 25,000.00, plus interest, attorneys' fees not to exceed fifteen (15%) per cent of the unpaid debt, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, and the Mortgagee's heirs, successors and assigns, the following described property:

ALL that piece, parcel or lot of land, situate, lying and being on the north side of Hassie Street, in the City of Greenville, County of Greenville, State of South Carolina and known and designated as Lot No. 5 of the property of H. J. Brown, which plat was made by C. C. Jones and is not recorded, and, according to said plat, having the following metes and bounds, to-wit:

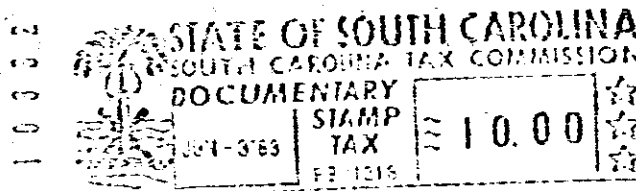
Beginning at an iron pin on the northern side of Hassie Street, joint front corner of this lot and property now or formerly belonging to Sullivan; thence along the joint line of said tracts, N. 29-02 E. 217.3 feet to an iron pin; thence S. 60-42 W. 65 feet to an iron pin, joint rear corner of Lots Nos. 4 and 5; thence along the joint line of said lots, S. 29-02 E. 213.4 feet to an iron pin on the northern side of Hassie Street; thence along the northern side of Hassie Street, N. 64-03 E. 65.1 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of the Mortgagees herein dated May 20, 1983, to be recorded herewith in the R.M.C. Office for Greenville County, South Carolina.

This is a purchase money mortgage and is given for the purpose of securing a portion of the purchase price.

Mortgagors reserve the right to pay any part or all of the debt evidenced by this Mortgage at any time or times, without penalty.

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto);

4.2001

0.944

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