

MORTGAGE: 1201 East Washington Street, Greenville, S.C.

1036 200

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
S C

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

WHEREAS, JAMES E. BRUTON AND JEANETTE G. BRUTON

(hereinafter referred to as Mortgagor) is well and truly indebted unto APPERSON-QUINN COLONIAL COMPANY

(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 Two Thousand Seven Hundred and No/100

Dollars (\$ 2,700.00) due and payable

in accordance with terms of note of even date herewith

with interest thereon from _____ date _____ at the rate of eleven per centum per annum, to be paid: monthly

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, City of Greenville, being shown and designated as part of Lot 8 according to a survey of the Sinking Fund Commission District 17-A, W.W. Holcombe Tract, made by C. L. Furman, Jr., RLS, dated April, 1933, recorded in the R.M.C. Office for Greenville County in Plat Book H, Page 219 and having, according to a new plat prepared by Freeland & Associates, dated August 26, 1980, recorded in the said R.M.C. Office in Plat Book 8G, Page 5 and having, according to said plat, such metes and bounds as appear thereon.

This is the same property conveyed to the mortgagors by deed of Charles H. Rolfe and John J. Petrich recorded simultaneously herewith.

This mortgage is third in lien to that certain mortgage executed in favor of First Federal Savings and Loan Association in the original amount of \$42,000.00 recorded in the R.M.C. Office for Greenville County on September 23, 1980, in R. E. Mortgage Book 1517, Page 212. Said mortgage has a present balance of \$41,475.37 and that certain mortgage executed in favor of First Union Mortgage Corporation recorded in the R.M.C. Office for Greenville County on November 21, 1983, in R. E. Mortgage Book 1636, Page 286, in the original amount of \$6,500.00.

GC10 -----3 NOV 22 83

006

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.

0309

1328-172