

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED
GREENVILLE S.C.
JAN 12 1984
R.M.C.

MORTGAGE **1543** **20706**
OF
REAL PROPERTY

THIS MORTGAGE, executed the 12th day of January, 19 84, by MICHAEL K. BROWN AND JANICE F. BROWN (hereinafter referred to as "Mortgagor") to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is Post Office Box 2568, Greenville, South Carolina, 29602

WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated January 12, 1984, to Mortgagee for the principal amount of FIFTY ONE THOUSAND AND NO/100 Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that piece, parcel or lot of land, situate, lying and being on the northern side of Oil Camp Creek Road, in Cleveland Township, Greenville County, South Carolina, being known and designated as a major portion of Lot 5 and an additional portion adjoining Lot 5 as shown on a plat entitled Eagle Rock Subdivision, recorded in the R.M.C. Office for Greenville County in Plat Book 5-J at Page 11 and according to a more recent survey entitled, "Property of Michael K. Brown and Janice F. Brown", containing 6.24 acres as shown on a survey prepared by Charles F. Webb, Surveyor, dated January 3, 1984 and recorded in Plat Book 106 at Page 70, and having the following metes and bounds to-wit:

BEGINNING at an iron pin in the center of Oil Camp Creek Road at the joint front corner of Lots Nos. 4 and 5 and running thence with the center of Oil Camp Creek Road, the following courses and distances, N. 42-12 W. 199.78 feet to an iron pin; N. 59-30 W. 50 feet to an iron pin; N. 82-46 W. 50 feet to an iron pin; S. 81-22 W. 50 feet to an iron pin; thence N. 3-24 W. 141.38 feet to an iron pin; thence N. 0-07 E. 474.29 feet to an iron pin; thence N. 89-52 W. 150.01 feet to an iron pin; thence running N. 0-03 E. 200 feet to an iron pin; thence running S. 89-59 E. 429.77 feet to an iron pin; thence running S. 0-03 W. 200.8 feet to an iron pin; thence running S. 0-17 E. 787.74 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to Michael K. Brown by deed of Mark C. Asher, dated February 15, 1980 and recorded March 14, 1980 in the R.M.C. office for Greenville County, S. C. in Deed Book 1122 at Page 136. Thereafter, Michael K. Brown conveyed a one-half interest to his wife Janice F. Brown by deed dated January 12, 1984 and recorded in the R.M.C. office for Greenville County, S. C. in Deed Book 1204 at Page 302.

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):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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