

MORTGAGE OF REAL ESTATE

vol 1602 no 678

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED  
MAY 15 1984  
JOHN W. SPENCER  
R.M.C.

WHEREAS, PETER J. EMANUEL

(hereinafter referred to as Mortgagor) is well and truly indebted unto DOUGLAS R. BRITTAIN and HELEN B. BRITTAIN

(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 SIX HUNDRED SIXTY ONE DOLLARS and 81/100

Dollars (\$ 2,661.81 ) due and payable

with interest thereon from May 15, 1984 at the rate of 11% per centum per annum, to be paid: in monthly payments of \$57.87 for five years.

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:

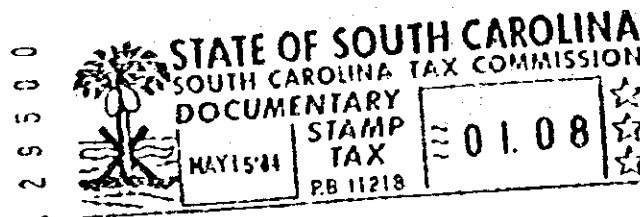
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, in Greenville Township, being known and designated as Lot No. 4 on Plat of Property of Mary E. Page made by W.J. Riddle, Surveyor, dated May, 1948, and recorded in the RMC Office for Greenville County in Plat Book T, at Page 46, having been re-surveyed by Robert R. Spearman, RLS, March 28, 1979, and having, according to said plats, the following metes and bounds:

BEGINNING at a point on the southern side of Gordon Street at the corner of Lots 3 and 4, which point is 273.7 feet from the southwestern corner of intersection of Gordon Street and Washington Avenue; running thence along Gordon Street, S. 79-20 W. 60 feet to the intersection of Gordon Street with another street unnamed on said plat, which is sometimes known as Link Street; running along Link Street, S.19-30 E. 151 feet; running thence N. 70-28 E. 60 feet to the southwestern corner of Lot 3; thence along Lot 3, N. 19-50 W. 142 feet to the point of beginning.

BEING the same property conveyed to the mortgagor by deed of Mortgagees herein, dated May 15, 1984, and recorded herewith in the RMC Office for Greenville County in Deed Book 1212, at Page 638.

THIS mortgage is subject to that mortgage of John W. Revis, dated March 29, 1979, granted to Collateral Investment Company which is recorded in Mortgage Book 1461, at Page 990. and said mortgage has an approximate balance of \$14,338.19.

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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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