

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE VOL 1674 PAGE 54

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Jack D. Spooone Jr. and Tanya L. Spooone

(hereinafter referred to as Mortgagor) is well and truly indebted unto Janis D. Brown and Donnie C. Brown

(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 Fifty and No/100-----

Dollars (\$ 2,650.00 ) due and payable

according to terms of promissory note executed of even date herewith

with interest thereon from date at the rate of 12% 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:

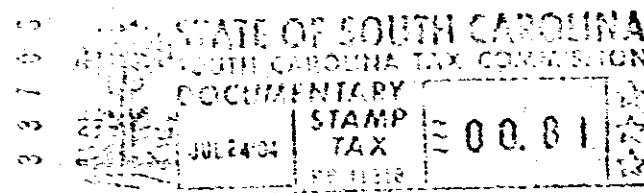
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 piece, parcel or lot of land, with all buildings and improvements, situate, lying and being on the eastern side of Weathers Circle, in Fairview Township, Greenville County, South Carolina, being shown as Lot No. 4 on a plat of the PROPERTY OF FLOYD AND MARY W. WEATHERS, appearing in Plat Book FF, page 350, and also in Plat Book CC, page 60, and being shown as Lot No. 4 on a plat of the PROPERTY OF DUANE L. MALPHRUS, JR., dated December 16, 1980, prepared by Williams & Plumblee, Inc., recorded in Plat Book 8-F, page 95, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the same conveyed to the Mortgagors by deed of Janis D. Brown and Donnie C. Brown, dated July 20, 1984, to be recorded simultaneously herewith.

The within mortgage is junior in lien to that certain mortgage given to Cameron-Brown Company, dated December 19, 1980, recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1528, page 209, in the original sum of \$32,500.00.

The Borrowers shall pay a late charge of \$8.00 for any monthly installment not received by the Note holders within ten (10) days after the installment is due.



9 Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

8 TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

9 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.

10 The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

RECORDED

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