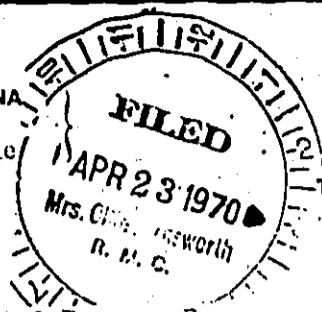


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BOOK 1153 PAGE 289

STATE OF SOUTH CAROLINA
COUNTY OF Greenville



MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, John D. & Frances Brown

(hereinafter referred to as Mortgagor) is well and truly indebted unto Termplan, Inc., 105 W. Wash. St., Greenville, S. C.

(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

Dollars (\$ 1128.00) due and payable

Eleven Hundred Twenty Eight Dollars

with interest thereon from date at the rate of 23.00 per centum per annum, to be paid:

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 Austin Township, containing 0.48 acres, on the northern side of Hunter Road shown as lot A on plat of property of Claude D. Brown recorded in plat book at page and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin in the center of Hunter Road, approximately 371.5 feet southeast of an iron pin located near the center of the intersection of Howard Drive and Hunter Road and running with the center of Hunter Road S 61-35E, 140 feet to an iron pin; thence running N 25-25E, 166 feet to a stake; thence N 61-35 W, 140 feet to a stake; thence S 25-25 W, 166 feet to an iron pin at the point of beginning and being a portion of the property conveyed to me by deed book 132 at page 270.

Together with all and singular rights, members, herditaments, 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.

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.