LAW OFFICES OF BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

50 0 S. **C**. MORTGAGE OF REAL ESTATE 13
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, W.T. Robinson

Patrick H. Brockman as Trustee under

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Trust Agreement dated July 23, 1980, recorded in the RMC Office for Greenville

County in Deed Book 1129 at page 721.

(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

Sixty Five Thousand and No/100

Dollars (\$ 65,000.00 ) due and payable

as set out in promissory note of even date

**YEARY DEPOSITION OF THE PROPERTY PROPERTY** 

XXXXXXXXXXXXXXXX

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, the Mortgagee's heirs, 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.

ALL that piece, parcel or lot of land situate, lying and being on the South-eastern side of Suber Mill Road, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as a 2.07 acre tract on a plat prepared by Tri-State Surveyors dated June, 1977, and, according to said plat, has the following metes and bounds, to-wit:

BEGINNING at a point in the center line of Suber Mill Road, at the joint corner of this tract and property of Conn Organ Co., and running thence with the joint line of said tracts S. 49-12 E. 351 feet to an iron pin on the line of property of Greenville Development Co.,; running thence S. 62-06 W. 340.9 feet to an iron pin in the line of property of Daniel L. Cunningham; running thence with the joint line of that tract N. 27-45 W. 325 feet to a point in the center line of Suber Mill Road; running thence with the center of said Road N. 61-32 E. 212.65 feet to an iron pin, point of beginning.

This being the same property conveyed to Mortgagor by deed from Patrick H. Brockman as Trustee under Trust Agreement dated July 23, 1980, recorded in the RMC Office for Greenville County in Deed Book 1129 at page 721, of even date, to be recorded herewith.

Mertgager addum: P.O Box 6546

Sta. B

Gruille 28606

1, Dereumentari

151AM2

28.00

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 is 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 has provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.