MORTEAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA (168 // 17 AH 183 ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, COOLBROOK STREET INVESTORS

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

John Bearden Brown and Carolyn 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 Eleven Thousand Five Hundred Seventy Four and 02/100 on or before February 1, 1989, unless Mortgagor shall default under the terms and conditions of the Exchange Agreement recited hereinbelow.

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WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagoe 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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is here by acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagor, 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

ALL that piece, parcel or lot of land with all buildings and improvements thereon situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 24, Magnolia Acres, as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book GG at Page 133, said lot having such metes and bounds, as shown thereon.

This is the same property conveyed to the Mortgagors herein by Deed of James E. and Betty H. Robinson, dated January 15, 1981, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1140 at Page 937 on January 16, 1981.

SEE ADDENDUM ATTACHED HERETO:

Together with all and singular rights, members, hered times is, and apputtenances to the sone belonging in any way incident or appertining, and all of the rents, issues, and profits which may arise or be had thereform, 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 r ch 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 owenants that it is lawfully seized of the premises hearinahove described in fee simple absolute, that it has good right and is lawfully aethorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided lawfully aethorized 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 coverants 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.

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