MORTGAGE OF REAL ESTATE-Prepared by WHATTER HENRY, Attorneys at Law, Greenville, S. C. 5008 1349 FASE 971

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

OFF 30 4 43 PH THE MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, Brown Enterprises of S. C., Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto L. H. Tankersley, as Trustee

on February 1, 1976

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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 Mortgagor at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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 and being known and designated as Lots Nos. 155 and 156 of Sunny Slopes Subdivision, Section Two, according to a plat prepared of said property by C. O. Riddle, Surveyor, February 8, 1971, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4R, at Page 67, to which said plat reference is craved for a more complete description.

The within mortgage is given to L. H. Tankersley, as Trustee, under that certain deed of trust and trust agreement, both dated December 6, 1972, and both of which are recorded in the RMC Office for Greenville County, South Carolina.

The Mortgagee herein agrees by the acceptance of the within mortgage that this mortgage is and shall, at all times, be, and remain subject and subordinate to the lien, or liens, of any existing, or hereafter existing mortgage, or mortgages, placed upon all, or a portion, of the above described property, and is and shall continue to be subordinate in lien to any and all advances, charges and disbursements made pursuant to said mortgage, or mortgages, and all such advances, charges and disbursements may be made without further subordination or agreements.

The Mortgagee herein agrees that he will release each of the foregoing lots from the lien of this mortgage upon the payment to him of Two Thousand and No/100 (\$2,000.00) Dollars. The Mortgagee further agrees that he will execute any and all documents necessary to effect the release of any and all lots from the lien of this mortgage upon the payment to him of the sum of Two Thousand and No/100 (\$2,000.00) Dollars for each lot so sought to be released.

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Together with all and singular rights, members, hereditiments, and appurienances to the same belonging in any way incident or appertaining, and all of the rests, issues, and profits which may arise or be hid 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 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 encounter the same, and that the premises are free and clear of all liens and encountrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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