MORTGAGE

THIS MORTGAGE is made this day of January , 19.77 , between the Mortgagor, Brown Enterprises of S. C., Inc. (herein "Borrower"), and the Mortgagee, BELL FEDERAL SAVINGS AND LOAN ASSOCIATION OF INMAN , a corporation organized and existing under the laws of. THE UNITED STATES , whose address is P. O. Box 97, Inman, S. C. 29349 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-four Thousand Seven Hundred Fifty and No/100---- Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2007

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville , State of South Carolina:

ALL that piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot 7, Cannon Hill Subdivision, Plat I, according to a plat prepared of said property by Wolfe & Huskey, Inc., Engineering and Surveying Company, September 23, 1975, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-D, at Page 99, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a point in or near the center of Cannon Road, joint front corner of Lots 6 and 7 and running thence with the common line of said lots, S. 84-23 W. 307.4 feet to an iron pin; thence, N. 15-21 W. 84.5 feet to an iron pin; thence, N. 07-58 W. 77 feet to an iron pin; thence, W. 89-38 E. 300.9 feet to a point in or near the center of Cannon Road; thence running with said Road, S. 15-05 E. 106 feet to a point uin or near the center of said Road; thence continuing with said Road, 75. 22-01 E. 29 feet to a point in or near the center of said Road, the Doint of Beginning.

The within property is the identical property conveyed to the Mortgagor herein by that certain Deed of George W. Vaughn of even date herewith and which said Deed is being recorded simultaneously with the recording of this instrument.

To Have and to Hold unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances recured by this Mortgage.

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