MORTGAGE OF REAL ESTATE BY A CORPORATION -- Prepared by WILLIAMS & HENRY, Attornet of 1506 Williams

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

BREFNY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Brown Propostage of S. C.,

a corporation chartered under the laws of the State of South Carolina. (hereinafter referred to as Mortgagor) is well and truly indebted unto

W. Roger Brown

(hereinafter referred to as Mortgagee) as gridenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

----FIFTEEN THOUSAND AND NO/100-----

Doilars (\$15,000.00) due and payable

on May 13, 1984,

with interest thereon from date

at the rate of --ten-- per centum per annum, to be paid: on the

aforesaid date.

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 Mortgagoe 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 scaling 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, the Mortgagoe'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 lot of land situate on the southeastern side of Chestnut Oaks Circle in the County of Greenville, State of South Carolina, being shown as Lot No. 52 on a plat of Holly Tree Plantation, Phase III, Section II, dated April 3, 1979, prepared by Piedmont Engineers, Architects and Planners, recorded in Plat Book 7-C at Page 27 in the R.M.C. Office for Greenville County, South Carolina and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Chestnut Oaks Circle at the joint front corner of Lot No. 51 and Lot No. 52 and running thence with Lot No. 51 S. 37-55 E. 147.50 feet to an iron pin at the joint rear corner of Lot No. 51 and Lot No. 52; thence S. 47-46 W. 120.0 feet to an iron pin at the joint rear corner of Lot No. 52 and Lot No. 53; thence with Lot No. 53, N. 34-18 W. 156.48 feet to an iron pin on Chestnut Oaks Circle; thence with said Circle, N. 51-51 E. 110.0 feet to the point of Beginning.

The within property is the identical property being conveyed to Brown Properties of S. C., Inc. by deed of Donald E. Franklin, dated May 11, 1983, and which said deed is being recorded simultaneously with the recording of the within instrument.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
PE TITLE
PE TITLE

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 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.

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