

MORTGAGE OF REAL ESTATE - Prepared by WILLIAM S. JONES, Attorney at Law, Greenville, S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

483
GREENVILLE
SOUTH CAROLINA
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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

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

(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 Four Thousand and No/100-----

Dollars (\$ 4,000.00) due and payable

on February 1, 1976

XXXXXXXXXXXX

Wm. S. Jones
Attorney at Law
Greenville, S.C.

XXXXXXXXXXXX

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, and in consideration of the advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) Mortgagee has advanced to and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the Mortgagee hereby grants, conveys, warrants, acknowledges, grants, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

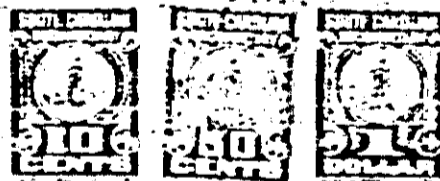
ALL that certain piece, parcel or lot of land, with all improvements thereon, in better condition and situation, situate, being and being in the State of South Carolina, County of Greenville and being known and designated as Lots Nos. 153 and 156 of Sunny Slopes Subdivision, Section Two, according to 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 48, 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, 1974, both of which are recorded in the R.M.C. Office for Greenville County, South Carolina.

The Mortgagee hereby 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 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.

Wm. S. Jones
Re: B. H. Jones
[Signature]



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Together with all and singular rights, members, 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 Mortgagee 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 encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagee 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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