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Route 6, Box 133, Grenville, SC 29607

MORTGAGE OF REAL ESTATE BY A CORPORATION-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law,

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE (,

MORTGAGE OF REAL ESTATE BY A CORPORATION TO ALL WHOM THESE PRESENTS MAY CONCERN:

5088

Paramount Developers, Inc. WHEREAS,

a corporation chartered under the laws of the State of South Carolina (hereinafter referred to as Mortgagor) is well and truly indebted unto Alma Jean 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 One Hundred Eighteen Thousand Three Hundred Twenty and

----- Dollars (\$ 118,320.00) due and payable in five (5) equal annual installments of \$23,664.00 each, plus interest, commencing on April 20, 1983 and continuing on April 20th of each consecutive year thereafter until paid in full,

with interest the reon from

date

nine at the rate of

per centurn per annum, to be paid:

annually

WHEREAS, the Mortgagor may bereafter 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 at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee 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 Mortgagee, the Mortgagee's heirs, successors and assigns:

All that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina and lying and being on the eastern side of Sulphur Springs Road and being shown as a 13.06 acre tract according to a survey entitled "Survey for Alma J. Brown" by Freeland & Associates dated April 19, 1982, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a railroad spike in the center of Sulphur Springs Road at the joint front corner of property herein described and property now or formerly of James E. Yockey and running thence with line of property now or formerly of Yockey, N. 50-03 E. 273.50 feet to a point in line of property now or formerly of Goldston Transfer & Storage Co.; thence with the line of Goldston Transfer and Storage Co. N. 51-26 E. 388.75 feet to an iron pin in line of property now or formerly of Styles; thence with the line of property now or formerly of Styles S. 26-07 E. 1,091.54 feet to an iron pin; thence S. 88-53 W. 650.56 feet to a 36 inch sycamore; thence S. 58-49 W. 58.55 feet to a railroad spike in the center of Sulphur Springs Road; thence with the center of Sulphur Springs Road, the following courses and distances: N. 31-11 W. 162.54 feet, N. 24-34 W. 181.27 feet, N. 26-53 W. 178.23 feet, N. 20-37 W. 151.92 feet to a railroad spike, the point of beginning.

ALSO: All that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, and lying on the northern edge of Sulphur Springs Road and being shown as a 0.17 acre tract according to the survey above described and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Sulphur Springs Road and running thence with the line of other property of the grantee N. 25-48 W. 120.11 feet to a point; thence N. 52-14 E. 202.43 feet to a point in the center of Sulphur Springs Road; thence with the center of Sulphur Springs Road, the following courses and distances: S. 38-02 W. 139.52 feet, S. 19-12 W. 54.41 feet, S. 3-07 W. 70.95 feet to the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of Alma Jean Brown of even date herewith, and recorded in the RMC Office for Greenville County in Deed Book 1/65 at Page 650.

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 bousehold 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 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.

AND CONTRACTOR OF THE PARTY OF