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GREENVILLE CO. S. C.

BOOK 1432 PAGE 109

# MORTGAGE

MAY 16 4 01 PM '78

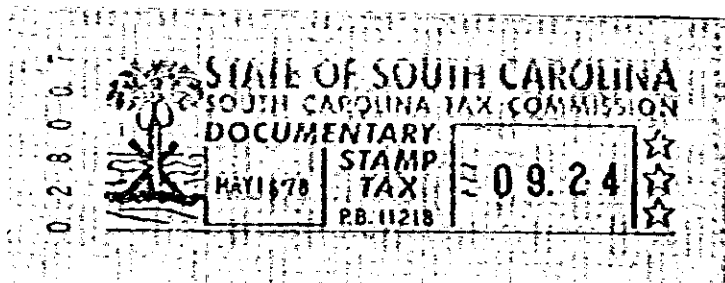
DONNIE S. TANKERSLEY, 12th day of May  
 THIS MORTGAGE is made this 12th day of May 1978, between the Mortgagor, Brown Enterprises of S. C., Inc. (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest a corporation organized and existing under the laws of the United States, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-three Thousand One Hundred and No/100 (\$23,100.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 12, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2003

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 certain 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 No. 9 of Windtree Subdivision according to a plat prepared of said property by C. O. Riddle, Surveyor, July 1, 1977, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-H, at Page 12, and to which said plat reference is craved for a more complete description thereof.

The within property is a portion of the property conveyed to the Mortgagor herein by deed of L. H. Tankersley, as Trustee, by deed dated March 27, 1978 and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1076, at Page 158.



which has the address of Windtree Court Travelers Rest  
 [Street] [City]  
S. C. 29690 (herein "Property Address");  
 [State and Zip Code]

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 if 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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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