

MORTGAGE OF REAL ESTATE BY A CORPORATION - Prepared by WILLIAMS & HENRY, Attorneys at Law, Greenville, S.C. 1478 007

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE MORTGAGE OF REAL ESTATE BY A CORPORATION TO ALL WHOM THESE PRESENTS MAY CONCERN: 4 41 PH '79 HAMERSLEY R.M.C.

WHEREAS, Brown Enterprises of S. C., Inc. a corporation chartered under the laws of the State of South Carolina (hereinafter referred to as Mortgagor) is well and truly indebted unto Brown Properties of S. C., Inc.

(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 Five Thousand and 00/100

Dollars (\$ 5,000.00) due and payable on August 3, 1980.

with interest thereon from the date of recording of this instrument to be paid

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 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and being known and designated as Lot No. 44, Paris View Subdivision, Section 1, according to a plat prepared of said subdivision by J. D. Calmes, R.L.S., April, 1961, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book VV, at Page 101, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Paris View Drive, joint front corner with Lot 45 and running thence with the common line with said lot, S. 37-09 E. 210.5 feet to a point in the line with Lot 41; thence running with the common line with Lot 41, N. 27-28 W. 125 feet to a point, joint rear corner with Lots 41, 42 and 43; thence running with the common line with Lot 43, N. 41-41 E. 159.6 feet to a point on the edge of Paris View Drive; thence running with the edge of said Drive, S. 51-37 E. 80 feet to a point on the edge of said Drive; thence continuing with the edge of said Drive, S. 50-25 E. 20 feet to a point on the edge of said Drive, the point of Beginning.

The within property is the identical property conveyed to the Mortgagor herein by the Mortgagee herein by deed of even date herewith and which said deed is being recorded simultaneously with the recording of this instrument.

The mortgagee herein 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, in favor of South Carolina Federal Savings and Loan Association and is 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.

AUTO 19 194

RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA

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 it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and 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.

0667

4328 RV-2