WHEREAS, THOMAS G. BROWN AND DONNA B. BROWN

(hereinafter referred to as Mortgagor) is well and truly indebted unto ROBERT D. AND LINDA S. HUGHEY

as set forth by note of mortgagors of even date

with interest thereon from date at the rate of per notifier centum per annum, to be paid per note

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 sealing and delivery of these presents, the receipt whereat is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, its successors and assigns:

"ALL that certain piece, percel or let of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, being known and designated as Lot #39 on a plat of Forrester Woods, Section I, which plat was prepared by R. B. Bruce, RLS, on March 14, 1972, and recorded in the RMC Office for Greenville County in Plat Book 4N at Page 78, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southerly side of Pheasant Trail at the joint front corner of Lots 38 and 39 and running thence with the common line of said Lots, S. 27-36 W., 153.34 feet, more or less, to an iron pin in the line of Lot 36; thence with the rear line of Lot 39, S. 62-24 E., 100 feet to an iron pin at the joint rear corner of Lots 39 and 40; thence with the common line of said lots, N. 27-36 E., 153.9 feet, more or less, to an iron pin on the Southerly side of Pheasant Trail, joint front corner with Lots 39 and 40; thence with Pheasant Trail N. 62-43 W., 100 feet to an iron pin, the point of beginning.

THIS is the same property conveyed to the Mortgagors by deed of Robert D. and Linda S. Hughey of even date, to be recorded herewith.

THIS mortgage is second and junior in lien to that mortgage between Thomas G. Brown and Donna B. Brown to NCNB Mortgage Corporation which mortgage is recorded in the RMC Office for Greenville County in Mortgage Book 1486 at Page 97; said mortgage being assigned to Federal National Mortgage Association as recorded in Mortgage Book 1490 at Page 854.

The original recorded real estate mortgage is in the possession of Baety O. Gross, Jr., attorney, P.O. Box 507, Fountain Inn, SC 29644.

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Together with all and singular rights, members, herditaments, and oppurtegances to the same belonging in any way incident or apportaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 such 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 Mortgages, 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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomspever fawfully claiming the same or any part thereof.

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