MORTGAGE OF REAL ESTATE -

Mortgagee Address: 407 Edwards Road Greenville, SC 29615

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COUNTY OF

FOR S. MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

on EdSLEY R M.C.

SUNBELT PROPERTIES, INC. WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto DELIA H. 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 Thirty Thousand and No/100----

_____Dollars (\$ 30,000.00) due and payable sixty (60) months from date hereof. Monthly payments of interest only shall be due and payable in the amount of \$275.00--- with the first payment of interest due and payable on the 3rd day of February, 1984 and payments in a like amount being due and payable on the 3rd day of each and every month thereafter until date of maturity at the rate of Eleven (11%) per centum per annum, to be paid: monthly date with interest thereon from

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:

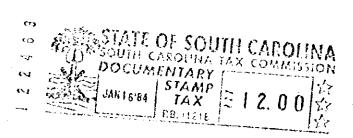
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, bergained, 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, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southern side of Old Spartanburg Road, containing 0.95 acres as shown on preliminary survey dated December 9, 1983, entitled "Survey for Sunbelt Properties" prepared by Freeland & Associates, and having, according to said survey, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of Old Spartanburg Road at the joint corner of the within described property and a 3.356 acre tract previously conveyed to Sunbelt Properties, Inc. and running thence along the said Old Spartanburg Road, N 63-38 E 138.7 feet to an iron pin; thence turning and running S 10-39 E 132.6 feet to an iron pin; thence S 0-07 E 211.7 feet to an iron pin; thence turning and running S 77-45 W 110.4 feet to an iron pin; thence turning and running along the common line of the within described property and the 3.356 acre tract above mentioned, N 7-45 W 306.70 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of Delia H. Brown, to be recorded of even date herewith.

Mortgagee hereby grants the mortgagor the right to substitute collateral in like amount certified by a MAI appraisal.



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 ruch fixtures and equipment, other than the usual beurehold 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 Mottgagor covenants that it is lawfully seized of the premises heireinabove described ir ree 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.

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