

(NTC)

MORTGAGEE'S MAILING ADDRESS: 2902 East North Street Extension, Greenville, S. C. 29615

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STATE OF SOUTH CAROLINA GREENVILLE CO. S. C. Mortgage of Real Estate BOOK 84 PAGE 438

COUNTY OF GREENVILLE TO ALL WHOM THESE PRESENTS MAY CONCERN DONNIE S. TANKERSLEY R.M.C.

WHEREAS, Brown Properties of S. C., Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Balentine Brothers Builders, 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 Eighty-Three Hundred Thirty-Three and 33/100 Dollars, due and payable on 4 February 1984, or upon earlier sale of premises, whichever first occurs,

with interest thereon from 1 April 1983 at the rate of twelve percent per annum, to be paid: quarterly.

WHEREAS, the Mortgagor may hereafter be 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 future debts 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 Two Hundred Dollars (\$200) to the Mortgagee 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, its successors and assigns:

All that certain piece, parcel, or lot of land in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 92, on plat of Birchwood, Section 1, recorded in the RMC Office for Greenville County, S. C., in Plat Book "7X", at Page 98.

The within is the identical property heretofore conveyed to the Mortgagor by deed of Balentine Brothers Builders, Inc., dated March 9, 1983, to be recorded herewith.

This is a second mortgage, second only to the certain mortgage from the Mortgagor to First-Citizens Bank & Trust Company, Greenville, South Carolina, in the amount of \$60,000.00, to be recorded herewith.

The within mortgage and the note which the same secures are not assumable.

Witness my hand and seal this 16th day of February 1983. DONNIE S. TANKERSLEY, R.M.C. [Signature]

STATE OF SOUTH CAROLINA SOUTH CAROLINA TAX COMMISSION DOCUMENTARY STAMP TAX 03.36

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging or in any way appertaining, and of all 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 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 of 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 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, both and against the Mortgagor and all persons whomsoever claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows: (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies

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