

DEC 21 5 01 PM '72
ELIZABETH RIDDLE
R.M.O.

WHEREAS, BROWN Enterprises of S. C., Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto L. H. Tankersley, as Trustee

(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 Six Thousand Eight Hundred and No/100
Dollars (\$6,800.00) due and payable

to be paid: September 21, 1973

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 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

All of those certain pieces, parcels, or lots of land, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lots Nos. 22, 23, 24, 25, 27, 28, 29, and 30 of Sunny Slopes Subdivision, Section One, according to a plat prepared of said property by C. O. Riddle, Surveyor, February 8, 1971, and recorded in the R.M.C. Office for Greenville County, South Carolina; in Plat Book 4R, at Page 3, to which said plat reference is craved for a more complete description.

The within mortgage is given to L. H. Tankersley, as Trustee, under that certain deed of trust and trust agreement, both dated December 6, 1972 and both of which are recorded in the R.M.C. Office for Greenville County, South Carolina.

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 construction loan mortgage, or mortgages, placed upon all, or a portion, of the above-described property, and is and shall continue to be subordinate in lien to any and all advances, charges and disbursements made pursuant to said construction loan mortgage, or mortgages, and all such advances, charges and disbursements may be made without further subordination or agreements.

The Mortgagee herein agrees that he will release each of the foregoing lots from the lien of this mortgage upon the payment to him of Eight Hundred Fifty and No/100 (\$850.00). The Mortgagee further agrees that he will execute any and all documents necessary to effect the release of any and all lots from the lien of this mortgage upon the payment to him of the sum of Eight Hundred Fifty and No/100 (\$850.00) Dollars for each lot so sought to be released.

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