MORTGAGE OF REAL ESTATE BY A CORPORATION

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE BY A CORPORATION

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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

L. H. Tankersley, as Trustee

Fourteen Thousand and 00/100 Dollars ($ 14,000.00) due and payable on June 30, 1976.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof, and of any other money that may be advanced hereafter by the Mortgagee to the Mortgagor, and such future advances, with interest thereon, shall be secured by this mortgage, not exceeding the original amount shown on the face hereof, and for the better securing the payment of all other sums, liabilities and obligations of the Mortgagor of whatever kind and nature, whether now existing or hereafter arising, however evidenced, and whether the same be direct, indirect, absolute or contingent, and for the better securing the performance of all covenants and agreements of the Mortgagor herein, and for and in consideration of the said debt and sum of money aforesaid, and of the said other sums, liabilities and obligations, and of the said other covenants and agreements, and of the sum of Three Dollars, to the Mortgagor in hand paid at and before the sealing 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, forever, all that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 66 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.

ALSO ALL 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. 157, 159, 160, 161, 162 and 163 of Sunny Slopes Subdivision, Section Two, 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 67, 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 mortgage, or mortgages, placed upon all, or a portion, of the above-described property, and is and shall continue to be sub-ordinate 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 sub-ordination 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 Two Thousand and 00/100 ($2,000.00) Dollars. 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 of the sum of Two Thousand and 00/100 ($2,000.00) Dollars for each lot so sought to be released.

Together with all and singular rights, members, hereditaments, and appurtenances to the said premises belonging or in anywise incident or appertaining, and 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 fixtures and equipment used in the operation of the premises whether the same be attached to the realty or not, shall 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 conveyed in fee simple absolute, that it has good right and lawful authority to convey or encumber the same, and that the premises are free and clear of all encumbrances except as mentioned 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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