

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE} 2 3rd MORTGAGE OF REAL ESTATE BY A CORPORATION
} DATED SIXTEEN (16) JUNE, 1979
} TO ALL WHOM THESE PRESENTS MAY CONCERN
} IN THE CITY OF GREENVILLE

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

is a corporation organized under the laws of the State of South Carolina
and has its principal office and place of business at 111 W. Main Street, Greenville,
South Carolina, and is represented by its President, L. H. Tankersley, as Trustee;hereby referred to as Mortgagor, is indebted to the Mortgagee, in the sum of One Thousand
Fourteen Thousand and 00/100-----Dollars \$14,000.00 due and payable
on June 30, 1976.

RECORDED IN GREENVILLE COUNTY, SOUTH CAROLINA, ON JUNE 16, 1979, AT PAGE 14 OF THE PLAT BOOK FOR GREENVILLE COUNTY, SOUTH CAROLINA, AND INDEXED IN THE PLAT BOOK FOR GREENVILLE COUNTY, SOUTH CAROLINA, ON JUNE 16, 1979, AT PAGE 14.

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WHEREAS, the Mortgagor may at different periods of time, add or delete property from the above described property, and such additions or deletions shall not affect the validity of the Mortgage, so long as the same are made in accordance with the terms of the Mortgage.

NOW, KNOW ALL MEN, That the Mortgagor does hereby mortgage, sell, and convey unto the Mortgagee, all right, title, and interest which he now has or may hereafter have in and to the property described, and known as the following lots in the Sunny Slopes Subdivision, Section One, in the County of Greenville, State of South Carolina, and used and occupied by the Mortgagor, and also to release the following lots in the Sunny Slopes Subdivision, Section Two, in the County of Greenville, State of South Carolina, and used and occupied by the Mortgagor, and subject to the following conditions and covenants, as follows:

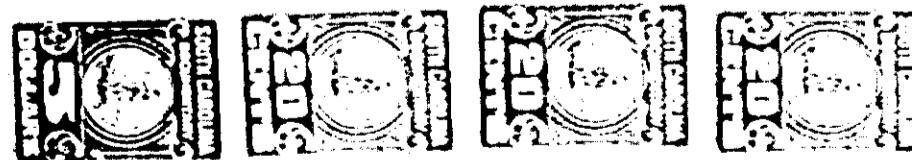
ALL the lots or parcels of land, and improvements thereon, situated in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 66 of Sunny Slopes Subdivision, Section One, according to a plat prepared of said property by C. O. Riddle, Surveyor, February 8, 1971, and 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 made 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 made 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 mortgagor 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 subordination or agreements.

The mortgagor 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 Mortgagor 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, easements, limitations, and appurtenances to the same belonging in any way incident or appurtenant to the lots, houses, and property which may arise or be thereafter created in the above described property, including fixtures, furniture, fixtures, fixtures attached, attached, or fixed thereto in any manner, during the existence of the present lease, that are fixtures and cannot otherwise than by usual methods be removed as part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagor, its heirs, executors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has full right and is lawfully authorized to convey or encumber the same, and that the premises are the sole and undivided property of the covenants except as aforesaid leases. The Mortgagor further covenants to warrant and defend the said premises unto the Mortgagor, its heirs, executors and assigns against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.