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HORTON, DRAWDY, MARCHBANKS, ASHMORE JOHANDAN & BROWN, P.A. 307 PETTIGRUST., GREENVILLE S.C. 29603

STATE OF SOUTH CABOLINA

COUNTY OF GREENVILLE

Mr. and Mrs. Earl H. Brewer

CO Ventilated Awnings

1804 Andersown Road
Greenville, S. C.

WHEREAS, We, M. L. Helms and Addie J. Helms,

thereinafter referred to as Mortgagor) is well and truly indebted unto Earl H. Brewer and Mary H. Brewer

(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

----- Twenty Thousand and no/100 ----- Dollars (\$ 20,000.00 ) due and payable

N six (6) months from date,

(U)

with interest thereon from date at the rate of 8% per centum per annum, to be paid: at maturity:

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 prensiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Morigagor, 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling 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 Mortgagoe, its successors and assigns:

ALL that piece, parcel or lot of land containing 6.08 acres, more or less, with all buildings and improvements thereon or which may be constructed thereon, in Butler Township, Greenville County, South Carolina, on Roper Mountain Road and being the same property conveyed to the Mortgagors by deed of Alvin W. Henderson and Elizabeth S. Henderson dated February 3, 1968 and recorded in the Greenville County RMC Office in Deed Book 837 at Page 266, reference to said deed being herewith made for a more complete description of said property; and

Also, all that piece, parcel or lot of land containing 3.0 acres, more or less, with all buildings and improvements thereon or which hereafter may be constructed thereon, in Butler Township, Greenville County, South Carolina, on Roper Mountain Road and being the same property conveyed to the Mortgagors by deed of G. P. Henderson dated February 13, 1968 and recorded in the Greenville County RMC Office in Deed Book 838 at Page 636, reference to said deed being herewith made for a more complete description of said property.

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Together with all and singular rights, members, herditaments, 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 berein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully 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 face 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 and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.