MORTGAGE

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THIS MORTGAGE is made this. 24th day of November.

19.80 , between the Mortgagor, Brown Enterprises of S.C., Inc.

(herein "Borrower"), and the Mortgagee. POINSETT FEDERAL

SAVINGS AND LOAN ASSOCIATION of Travelers Rest a corporation organized and existing under the laws of the United States of America whose address is. 203 State Park Road,

Travelers Rest, S. C. 29690 (herein "Lender").

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of ... Greenville ..., State of South Carolina:

ALL that certain piece, parcel or lot of land, situate, lying and being known and designated as Lot 166, Sunny Slopes Subdivision, Section III, according to a plat prepared of said subdivision by C. O. Riddle, Surveyor, November 11, 1976, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-H, at Page 11, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Bridwell Road, joint front corner with Lot 167 and running thence with the common line with said Lot, N. 12-26 W. 162.2 feet to a point in the line with Lot 184; thence running with the common line with Lot 184, S. 85-00 W. 58.4 feet to a point, joint rear corner with Lot 165, 185 and 184; thence running with the common line with Lot 165, S. 2-00 W. 168.9 feet to a point on the edge of Bridwell Road; thence running with the edge of said Road, N. 81-13 E. 100 feet to a point on the edge of said Road, the point of Beginning.

The within property is a portion of the property conveyed to the Mortgagor herein by deed of L. H. Tankersley, as Trustee, dated December 12, 1979, and which said deed is recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1117, at Page 295.

which has the address of Bridwell Road Travelers Rest

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the

.. (herein "Property Address");

ments now or hereafter erected on the property, and all casements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions clisted in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.