GREENVILLE CO. S. C.

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CONNE STANCERSLEY MORTGAGE

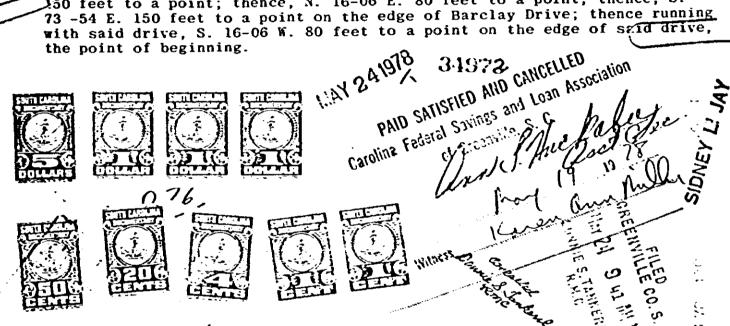
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THIS MORTGAGE is made this 8th day of .. between the Mortgagor, Brown Enterprises of S. C., Inc.

(herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address 500 E. Washington Street, Greenville, S. C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-One Thousand Nine Hundred and 00/100-Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner said, due and ravable on April 1. 2000

BEGINNING at a point on the edge of Barclay Drive, joint front corner of Lots 76 and 77 and running with the common line of said lots, N. 73-54 W. 250 feet to a point; thence, N. 16-06 E. 80 feet to a point; thence, S. 73 -54 E. 150 feet to a point on the edge of Barclay Drive; thence running with said drive, S. 16-06 W. 80 feet to a point on the edge of said drive, the point of beginning.



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 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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

SOUTH CAROLINA-FHLMC-1/72-1 to 4 family