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MORTGAGE OF REAL ESTATE BY A CORPORATION Prepared by WILLIAMS & HENRY, Attorneys at Law, Greenville, S.C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
AUGUST 1979
JOHN E. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE BY A CORPORATION
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Brown Enterprises of S.C. Inc.

a corporation chartered under the laws of the State of South Carolina (hereinafter referred to as Mortgagor) is well and truly indebted unto L. H. Tankersley, as Trustee

(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

Two Thousand Three Hundred and No/100-----Dollars \$2,300.00 due and payable
September 1, 1979

and released, and by these presents does grant, convey, sell and assign unto the Mortgagee, all that certain piece, or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville and being known and designated as Lot No. 199 of Sunny Isles Subdivision, Section Three, according to a plat prepared of said property by C. O. R. M., 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 to which said plat reference is made for a more complete description thereof.

The within property is the same property covered by the mortgage, hereby made and deed of L. H. Tankersley, as Trustee, of even date herewith and which said deed is being filed simultaneously with this instrument in the R.M.C. Office for Greenville County, South Carolina.

The within mortgage is given to L. H. Tankersley, as Trustee, under the express condition of trust and trust agreement, both dated October 4, 1977, 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, filed upon all, or a portion of the above described property, by Bank of Carolina Federal Savings and Loan Association and is and shall continue to be subordinate in lien to all, or 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.

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Together with all and singular rights, members, beneficaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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, 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 Mortgagee 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 herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee, forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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