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CRESSWELL CO. S.C.

DEPOSITION -- Prepared by WILLIAMS & HENRY, Attorneys at Law, Greenville, S. C.

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MORTGAGE OF REAL ESTATE

MORTGAGE OF REAL ESTATE BY A CORPORATION
DONNIE S. TANNER, ET AL. TO ALL WHOM THESE PRESENTS MAY CONCERN:

R.N.C.

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

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

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

(hereinafter referred to as Mortgagor) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, as the sum of

Two Thousand Three Hundred and No/100----- Dollars is 2,300.00 ; due and payable
Three, according to a plat prepared on said property, on or about January 1, 1976, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-B, at Page 11, and to which said plat reference is made for more complete description thereof.

The within property is the same property conveyed to the mortgagor herein by that certain 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 (See Deed Book 963, at Page 46, and Deed Book 963, at Page 25).

The within mortgage is given to L. H. Parker, Esq., as Trustee, under that certain deed of trust and trust agreement, both dated December 5, 1927, 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, in favor of Carolina Federal Savings and Loan Association, and is and shall continue to be subordinate 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.

1749 C STREET, N.W.
WILLIAMS & WILSON, PA.
103 Williams Street
Greenville, South Carolina 29601

Together with all and singular fixtures, ornaments, 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 Mortgagor covenants that he 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 Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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