

GREENVILLE CO. S.C.

卷1491 補145

MORTGAGE OF REAL ESTATE BY A CORPORATION
RECORDED IN GREENVILLE, S.C., ON THE 10th DAY OF JUNE, 1937,
RECORDED BY WILLIAMS & HENRY, ATTORNEYS AT LAW, GREENVILLE, S.C.
DONNIE S. TANKERSLEY
R.H.C.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
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 Mortgagor) as evidenced by the Mortgagor's power of attorney heretofore, the terms of which are incorporated herein by reference, in the sum of Sixteen Thousand One Hundred Twenty Five and No/100--

Dollars (\$ 16,125.00) due and payable

June 12, 1980

with interest thereon from date at the rate of 12% 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 Mortgaged property for taxes, insurance premiums, public assessments, repairs, or for any other purposes;

NOW, KNOW ALL MEN. That the Mortgagor, 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 Mortgagor at any time for advances made to or for his account to the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor so hand well and truly paid by the Mortgagor and before the sealing and delivery of these presents, the property aforesaid is hereby acknowledged, has granted, bargained, sold and delivered, and by these presents does grant, bargain and reserve unto the Mortgagor, the Mortgagor's heirs, successors and assigns:

3·1157

All those certain pieces, parcels or lots, hereinafter, with all improvements thereon, or hereafter constituting them, situate, lying and being in the State of South Carolina, County of Greenville and being known and designated as Lots Nos. 167, 168, 169, 170 and 207 of Sunny Slopes Subdivision, Section 11, according to a plat prepared of said property 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 5-2, at page 11, and to which said plat reference is craveed for a more complete description thereof.

The within property is the same property conveyed to the neophytes herein
by that certain date of L. H. Tankersley, as Trustee, *July 1st*, 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 47.)

The within mortgage is given to L. H. T. ~~Trustee~~, as Trustee, under that certain deed of trust and trust agreement, both dated December 6, 1972, and both of which are recorded in the A.M.C. office for Greenville County, South Carolina.

The mortgagee herein agrees that he will release from the lien of the
within mortgage any of the aforesaid parcels of real estate upon the
payment to him of the sum of Four Thousand Three Hundred and No/100
(\$4,300.00) Dollars.

270 - - - 1 Mx27 60 1315

2 50

Together with all and singular realty, members, bequests, 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 fixed 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 BANK AND TO SELL, all and singular the said premises unto the Mortgagor, 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 herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

4328 NY-2