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## FILED STATE OF SOUTH CAROLINARE ENVILLE CO. S. C.

County of Greenville

SEP 1 5 CO PH '71

OLLLE FARHSWORTH To all Whom These Presents May Concern: 0.

WHEREAS BROWN ENTERPRISES OF S. C., INC., is well and truly indebted to ALVIN E. SMITH AND GEORGE H. LINDSEY

in the full and just

---- (\$ 2,000.00) Dollars, TWO THOUSAND AND NO/100----in and by 1ts certain promissory note in writing of even date herewith due and payable as follows: on November 20, 1971;

XXXXXXXXXXXXX

until neid interest in her representation of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceed-ings of any kind, reference being thereunto had will more fully appear.

% the said BROWN ENTERPRISES OF S.C., INC., NOW, KNOW ALL MEN, That

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to it in hand well and truly paid at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

ALVIN E. SMITH AND GEORGE H. LINDSEY, their heirs and assigns

ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, known and designated as Lots Nos. 39 and 40 of Clearview Acres Subdivision and, according to a plat prepared of said Subdivision in January, 1963, by Carolina Engineering and Surveying Company, said plat being recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book MM, at Page 168, having the following courses and distances, to-wit:

BEGINNING at a point on the edge of State Park Road, joint front corner of Lots Nos. 39 and 38, and running thence with said Road, S. 89-15 W. 200 feet to a point on the edge of said Road; thence, N. 13-52 E. 167.5 feet to a point; thence, S. 86-45 E. 200 feet to a point; thence, S. 15-01 W. 153.5 feet to a point on the edge of State Park Road, the point of beginning.

The Mortgagees herein agree 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 hereinafter executed construction-loan mortgage, or mortgages, placed upon all, or a portion of, the above-described property, and is and shall continue to be subordinate in lien to any and all advances, charges and disbursements made pursuant to said construction-loan mortgage, or mortgages, and all such advances, charges and disbursements may be made without further subordination or agreements. The morterecesticity control of the cont annatitiaesxioxxionaestiexusextoxthexaioxesaidxpropertyxandxioxpoudde

## KABATAKKOXONAKKKKOO)

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said AND GEORGE H. LINDSEY, THE IR

BROWN ENTERPRISES OF S.C., INC.,

And / Rachereby bind s it and its successed marks, Executors and Administrators to warrant the said marks are the said marks and the said marks are the said ALVIN E. SMITH Heirs and Assigns forever.

and forever defend all and singular the said premises unto the said mortgagee, ther Heirs and Assigns, from and against it, its/succeptages, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the saine or any part thereof.

SATISFIED AND CANCELLED OF RECORD DAY OF Oct. 1971 R. M. C. FOR GREENVILLE COUNTY, S. C. AT 4:21 O'CLOCK \_\_ P.M. NO. 12393

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK \_\_\_\_ 3 \_\_PAGE 321\_