

STATE OF SOUTH CAROLINA,

FILED GREENVILLE CO. S. C.

County of Greenville

OCT 26 3 14 PM '71

To all Whom These Presents May Concern: OLLIE FARNSWORTH R. M. C.

WHEREAS, Brown Enterprises of S. C., Inc. well and truly indebted to Alvin E. Smith and George H. Lindsey

in the full and just sum of Two Thousand and 00/100 (\$2,000.00) Dollars, in and by its certain promissory note in writing of even date herewith due and payable on May 13, 1972.

with interest thereon... and it have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That the said Brown Enterprises of S. C., Inc.

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 sealing 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

ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina and being known and designated as Lot No. 8 of Ebenezer Heights Subdivision, as shown on the plat of said Subdivision, the plat of which is recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 4J, at Page 85.

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 subordinations or agreements.

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 Alvin E. Smith and George H. Lindsey, their Heirs and Assigns forever.

And / do hereby bind itself, its successors, Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, Heirs and Assigns, from and against it, its successors, Heirs, Executors and Administrators, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.