REGULATION NO. 22

COMPRESSIONAL EST TE BY A CORPORATION-Prepared by WILLIAMS & HENRY, Attorneys at Law, Greenville, S. C.

<u>state of south Car@eina</u> COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE BY A CORPORATION TO ALL WHOLL THE CO. S. TS. MAY CONCERN:

Brown Enterprises of S. C., Inc. JUN 15 4 20 PH '73 WHEREAS.

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

(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 Seven Thousand Eight Hundred Forty and No/100----

January 1, 1974

MXXXXXXX

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--- Dollars (\$ 7,840.00) due and payable

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and traily paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, its successors and assigns:

"ALL that certain piece, parcel 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 Lots Nos. 39, 40, 41, 42, 43, 93, 101 and 102 of Sunny Slopes Subdivision, Section One, according to a plat prepared of said property by C. O. Riddle, Surveyor, February 8, 1971, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4R, at Page 3, to which said plat reference is craved for a more complete description.

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

The Mortgagee 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, 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.

The Mortgagee herein agrees that he will release each of the foregoing lots from the line of this mortgage upon the payment to him of Nine Hundred Eighty and No/100 (\$980.00) Dollars. The Mortgagee further agrees that he will execute any and all documents necessary to effect the release of any and all lots from the line of this mortgage upon the payment to him of the sum of Nine Hundred Eighty and No/100 (\$980.00) Dollars for each lot so sought to be released.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apper-taining, and all of the sents, 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 enigns, 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 Mortgague further envenants to warrant and forever defend all and singular the said premises unto the Mortgague forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.