

MORTGAGE OF REAL ESTATE BY A CORPORATION Prepared by WILLIAMS & HENRY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA } DONNIE S. TANKERSLEY }
COUNTY OF GREENVILLE } R.M.C. }

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. L. H. Tankersley, as Trustee
(hereinafter 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 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 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 Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee 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 Mortgagee, the Mortgagee's heirs, successors and assigns:

~~With this instrument, the Mortgagor does not intend to convey any interest in the real estate herein described to the Mortgagee, and the Mortgagee does not intend to acquire any interest in the real estate herein described.~~

✓ ALL those certain pieces, parcels or lots 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. 167, 168, 169, 176 and 207 of Sunny Slopes Subdivision, Section Three, 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 6-H, at Page 11, and to which said plat reference is craved for a 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. 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 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.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
\$ 06.48
PR. 1225

Together with all and singular rights, members, hereditaments, 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 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 forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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