

FILED
GREENVILLE CO. S. C.

JAN 25 4 26 PM '80

OGGNETT BANKERSLEY
R.M.C.

BOOK 1494 PAGE 136

MORTGAGE

THIS MORTGAGE is made this 25th day of January 1980, between the Mortgagor, Brown Enterprises of S. C., Inc. (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of The United States of America, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Nine Thousand Five Hundred and No/100 (\$29,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 25, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2005

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of GREENVILLE, State of South Carolina:

ALL that certain piece, parcel of lot of land, situate, lying, and being in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 48-A, Coleman Heights Subdivision, according to a plat prepared of said subdivision by Terry T. Dill, Surveyor, May 24, 1956, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book KK, at Page 29, and according to a more recent survey prepared by Carolina Surveying Company, April 13, 1979, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-T, at Page 71, having the following courses and distances, to-wit:

BEGINNING at an old iron pin in the intersection of Alta Vista Circle and Thompson Drive and running thence with the edge of said Drive, S. 51-17 W. 199.8 feet to an old iron pin on the edge of said Drive, joint corner with Lot 48-B; thence running with the common line with Lot 48-B, N. 26-35 W. 307.7 feet to an iron pin on the edge of Alta Vista Circle; thence running with the edge of said road as the line, the following courses and distances: N. 63-52 E. 20 feet, N. 79-03 E. 50 feet, S. 88-10 E. 49.5 feet, S. 64-10 E. 50 feet, S. 48-34 E. 66.3 feet, S. 38-58 E. 130 feet to an old iron pin at the intersection of Alta Vista Circle and Thompson Drive, the point of Beginning.

The within property is a portion of the property conveyed to the Grantor herein by deed of Ralph Howard, Jr., and others, dated May 12, 1979, June 4, 1979, June 4, 1979, and April 20, 1979 and respectively recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1104, at Page 396, and 1104, at Page 403, 1104, at Page 486, and 1104 at Page 400.

which has the address of Alta Vista Circle, Travelers Rest, South Carolina 29690 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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