MORTGAGE

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THIS MORTGAGE is made this. 21st day of September.

19.79., 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 United States of America whose address is 203 State Park Road,

Travelers Rest, S. C. 29690 (herein "Lender").

ALL that certain 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. 35, 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 RMC Office for Greenville County, South Carolina, at Plat Book KK, at Page 29, and according to a more recent survey of said lot prepared by Carolina Surveying Company, April 13, 1979, having the following courses and distances, to-wit:

BEGINNING at a point on the edge of West Drive, joint front corner with Lot 34 and running thence with the common line with said Lot, S. 74-20 W. 170.4 feet to a point on the edge of a twenty foot alley; thence running with the edge of said alley, N. 38-26 W. 131.6 feet to a point on the edge of said alley, joint rear corner with Lot 36; thence running with the edge of said lot, N. 69-57 E. 218.3 feet to a point on the edge of West Drive; thence running with the edge of said Drive, S. 17-10 E. 138.1 feet to a point on the edge of said Drive, the point of Beginning.

The within property is the identical property conveyed to the mortgagors herein by deed of Ralph Howard, Jr., et al, May 12, 1979, June 4, 1979 and April 20, 1979, and being respectively recorded in the RMC Office for Greenville County, in Deed Books 1104, at Page 397, Book 1104, Page 403, Book 1104, Page 406 and Book 1104, Page 400.

STATE OF LOUTH CAROLINA

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. S.C. . . 29.69. (herein "Property Address"); [State and Zip Code]

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 seised 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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