

BROWN, BYRD, BLAKELY & MASSEY, P.A., 700 East North Street, Greenville, SC 29601
~~MARCELO BANKS, CHRISTOPHER BROWN & MARCELO BANKS, XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX~~

MORTGAGE OF REAL ESTATE -
S.C.

200: 1496 241

STATE OF SOUTH CAROLINA } FEB 22 4 27 PM '80 MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE } DONALD J. DUNN, R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BROWN PROPERTIES, a General Partnership-----
(hereinafter referred to as Mortgagor) is well and truly indebted unto COMMUNITY BANK-----

(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 Two Hundred Three Thousand and No/100----- Dollars (\$ 203,000.00) due and payable on or before one (1) year from the date hereof,

with interest thereon from date at the rate of * per centum per annum, to be paid quarterly
*prime lending rate of Community Bank plus One (1%) percent
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 Mortgagee in hand well and truly paid by the Mortgagor 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, 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

ALL that certain piece, parcel or lot of land, situate, lying and being on the Southwesterly side of Interstate 385 at the intersection of Congaree Road and Pate Drive containing 1.91 acres as shown on plat of property of Palmetto Properties prepared by Tri-State Surveyors dated October 31, 1973, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail in the center of the intersection of Pate Drive and Congaree Road and running thence with the centerline on Congaree Road N. 33-07 W., 325.2 feet to a nail; thence N. 57-12 E., 242.2 feet to an iron pin along the Southwesterly edge of the right-of-way of Interstate 385; thence with the Southwesterly edge of the right-of-way of said Highway S. 44-30 E., 281.3 feet to an iron pin in the centerline of Pate Drive; thence with the centerline of Pate Drive S. 44-20 W., 172.0 feet to an iron pin; thence continuing with the centerline of Pate Drive S. 52-00 W., 130.0 feet to a nail, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Palmetto Properties, a Partnership, recorded in the Greenville County RMC Office on February 22, 1980, in Deed Book 1120 at Page 498.

This mortgage is junior in priority to that certain note and mortgage heretofore given and granted to The Citizens and Southern National Bank of South Carolina, dated November 30, 1973, and recorded in REM Book 1297 at Page 231 in the Greenville County RMC Office and subsequently assigned to Pilot Life Insurance Company in REM Book 1313 at Page 269, recorded on May 22, 1974.

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF GREENVILLE, SOUTH CAROLINA
DOCUMENTARY
FEB 22 1980

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 such 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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