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

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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, hereinafter referred to as Mortgagor, is well and truly indebted unto Mae Davis Hill

(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

Four Thousand and 00/100---------- Dollars ($ 4,000.00 due and payable

on April 15, 1981, or when the house on the below described lot is sold, whichever first occurs.

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:

"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 Lot No. 1 on a plat of property of Harriett H. Black and Mae Hill, according to a plat prepared of said property by Freeland & Associates, Surveyor, September 1, 1979, and which said plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-C at Page 62, and to which plat reference is craved for a more complete description thereof.

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, construction-loan 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 construction-loan mortgage, or mortgages, and all such advances, charges and disbursements may be made without further subordination or agreements.

The within property is a portion of the property conveyed to the Mortgagor herein by deed of Harriett H. Black and Mae Davis Hill, by deed of even date herewith and which said deed is being recorded simultaneously with the recording of the within instrument.

Together with all and singular rights, members, hereditaments, and appurtenances to the said premises belonging or in anywise incident or appertaining, and all the rents, issues and profits thereof; and all heating, plumbing, and lighting systems or fixtures and all other fixtures now or hereafter attached to, or used in connection with, the premises described herein, whether the said fixtures be attached to the realty or not, it being agreed that all such fixtures and equipment shall be considered as a part of the realty.

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 conveyed in fee simple absolute, that it has good right and lawful authority to sell, convey or encumber the same, and that it will forever warrant and defend the title to the premises against the lawful claims of all persons whomsoever, except as to the Mortgagee herein, and that the premises are free and clear of all liens and encumbrances except as to the Mortgagee herein, and that the Mortgagor will and its successors and assigns shall execute such further assurances as may be required by the Mortgagee, its heirs, successors and assigns, for the better assuring unto the Mortgagee, its heirs, successors and assigns, the lien hereby created, and that it will forever defend the title to the premises against the lawful claims of all persons whomsoever except as to the Mortgagee herein.

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