MORTGAGE OF REAL ESTATE BY A CORPORATION — Prepared by WILLIAMS & HENRY, Attorneys at Eaw, Catchylle 1451678

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

5. MORTGAGE OF REAL ESTATE BY A CORPORATION TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS,

Brown Properties 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

W. Roger Brown

(hereinaster 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

Eighteen Thousand and No/100----- Dollars (\$ 18,000.00

on January 20, 1987

at the rate of ten (10) per centum per annum, to be paid: with interest thereon from at maturity until paid in full; all interest not paid when due to bear interest at same rate as principal.

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:

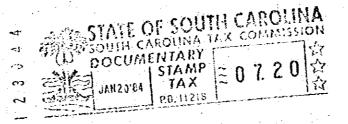
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 scaling 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'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

ALL that lot of land situate in the County of Greenville, State of South Carolina, being shown as Lot No. 32 on a plat of Holly Tree Plantation Subdivision, Phase III, Section II, dated April 3, 1979, recorded in Plat Book 7-C, at Page 27, in the R.M.C. Office for Greenville County, South Carolina, reference being made to said plat for a more complete metes and bounds description.

The within property is the identical property conveyed to the Mortgagor herein by deed of Donald E. Franklin, dated January 18, 1984, which said deed is being recorded simultaneously with the recording of the within instrument.

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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 is 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.