

MORTGAGE OF REAL ESTATE BY A CORPORATION-Prepared by WILLIAMS & HENRY, Attorneys at Law, Greenville, S. C. BOOK 68 PAGE 231

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

GREENVILLE CO. S. C.
R.H.C. 4 35 PM '79
DONNIE S. TANKERSLEY
R.H.C.

WHEREAS, Brown Enterprises of S. C., Inc.

a corporation chartered under the laws of the State of South Carolina (hereinafter referred to as Mortgagee) is well and truly indebted unto L. H. Tankersley, as Trustee

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Two Thousand Three Hundred and No/100

Dollars (\$2,300.00) due and payable

March 28, 1980

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to it for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee may be indebted to the Mortgagee at any time for advances made to it 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 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, its successors and assigns

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 a portion of Lot 195, Sunny Slopes Subdivision, Section Three, the plat of which subdivision is recorded in the R.H.C. Office for Greenville County, South Carolina in Plat Book 68 H, at Page 11, and according to a more recent survey prepared by Carolina Surveying Company, March 26, 1979, and which said plat is recorded in the R.H.C. Office for Greenville County, South Carolina, in Plat Book 7-D, at Page 37, having the following courses and distances, to-wit:

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 a portion of Lot 195, Sunny Slopes Subdivision, Section Three, the plat of which subdivision is recorded in the R.H.C. Office for Greenville County, South Carolina in Plat Book 68 H, at Page 11, and according to a more recent survey prepared by Carolina Surveying Company, March 26, 1979, and which said plat is recorded in the R.H.C. Office for Greenville County, South Carolina, in Plat Book 7-D, at Page 37, having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Cedar Creek Drive, joint front corner with Lot 194 and running thence with the common line with Lot 194, S. 32-49 E. 150 feet to a point, joint rear corner with Lots 194, 191 and 190; thence, running with the common line with Lot 190, S. 57-11 W. 66.7 feet to a point; thence, N. 37-53 W. 150.6 feet to a point on the edge of Cedar Creek Drive; thence running with the edge of said Drive, N. 57-11 E. 80 feet to a point on the edge of said Drive, the point of Beginning.

The within property is the same property conveyed to the Mortgagee herein by that certain deed of L. H. Tankersley, as Trustee, of even date herewith and which said deed is being filed simultaneously with this instrument in the R.H.C. Office for Greenville County, South Carolina.

The within mortgage is given to L. H. Tankersley, as Trustee, under that certain deed of trust and trust agreement, both dated December 6, 1972, and both of which are recorded in the R.H.C. Office for Greenville County, South Carolina.

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 mortgage, or mortgages, placed upon all, or a portion of the above described property, in favor of South Carolina Federal Savings and Loan Association, and is and shall continue to be subordinate in lien to any and all advances, charges and disbursements made pursuant to said mortgage, or mortgages, and all such advances, charges and disbursements may be made without further subordination or agreements.

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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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AUG 30 1979
WILLIAMS & HENRY, ATTYS.

DOCUMENTARY STAMP TAX 00.92

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