

STATE OF SOUTH CAROLINA

County of Greenville

SEP 1 5 00 PM '71

To all Whom These Presents May Concern:

WHEREAS BROWN ENTERPRISES OF S. C., INC., is well and truly indebted to ALVIN E. SMITH AND GEORGE H. LINDSEY in the full and just sum of TWO THOUSAND AND NO/100 (\$ 2,000.00) Dollars, in and by its certain promissory note in writing of even date herewith due and payable on November 20, 1971;

it have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That the said BROWN ENTERPRISES OF S.C., INC., in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to it in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

ALVIN E. SMITH AND GEORGE H. LINDSEY, their heirs and assigns forever:

ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, known and designated as Lot No. 44 of Clearview Acres Subdivision and, according to a plat prepared of said Subdivision in January, 1963, by Carolina Engineering and Surveying Company, said plat being recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book MM, at Page 168, having the following courses and distances, to-wit:

BEGINNING at a point on the edge of State Park Road, joint front corner of Lots Nos. 44 and 43, and running thence with said Road, N. 81-27 W. 100 feet to a point on the edge of said Road; thence, N. 10-32 E. 161 feet to a point; thence, S. 86-45 E. 100 feet to a point; thence, S. 10-17 W. 170.2 feet to a point on the edge of State Park Road, the point of beginning.

The Mortgagees herein agree 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 hereinafter executed 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.

(CONTINUED ON NEXT PAGE)

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said ALVIN E. SMITH AND GEORGE H. LINDSEY, their Heirs and Assigns forever.

And do hereby bind it and its successors, Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, their Heirs and Assigns, from and against it and its Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

SATISFIED AND CANCELLED OF RECORD

29 DAY OF Oct. 1971

At 4:21 O'CLOCK P.M. NO. 12393

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 3 PAGE 321