STATE OF SOUTH CAROLINA,

County of Greenville

OCT 12 12 53 PM '71
OLLIE FARNSWORTH
R.M.C.

To all Whom These Presents May Concern:

WHEREAS BROWN ENTERPRISES OF S.C., INC., is well and truly indebted to William R. Timmons, Jr., as Trustee, in the full and just sum of One Thousand Seven Hundred and No/100---------- ($1,700.00) Dollars, in and by its certain promissory note in writing of even date herewith due and payable as follows:

Eight Hundred Fifty and No/100 ($850.00) Dollars to be paid on or before November 15, 1971, and the remaining Eight Hundred Fifty and No/100 ($850.00) Dollars to be paid on or before December 15, 1971,

and it has 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

William R. Timmons, Jr., as Trustee, his successors and assigns forever:

ALL that 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 Lot No. 32 of Meadowbrook Farms Subdivision, according to a plat prepared by C. O. Riddle, Reg. L.S., on March 16, 1961, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book VV, at Page 51.

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.

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 William R. Timmons, Jr., as Trustee, his successors and Assigns forever.

And Brown Enterprises of S.C., Inc., does hereby bind itsself, its successors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his successors and Assigns, from and against its successors and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.