GREENVILLE CO. S.C.

JUL 20 9 08 AM '72

ELIZABETH RIDDLE
R.M.C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

BOOK 1241 PAGE 459

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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

(hereinafter referred to as Mortgagor) is well and truly indebted unto

A. C. Parham

(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

Two Thousand Four Hundred and No/100---------- Dollars ($2,400.00) due and payable

on October 14, 1972.

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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, its 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, at the Northeastern side of the intersection of Toler Road and McClure Drive, being shown as a portion of Lot 57 on a plat of the property of Meadowbrook Farms, recorded in Plat Book M, at Page 105, in the R.M.C. Office for Greenville County, and also being shown on a plat of the property of Brown Enterprises, dated May 24, 1972, prepared by T. H. Walker, Jr., RLS, recorded in Plat Book 4U, at Page 17, RMC Office for Greenville County, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeastern side of Toler Road, at the corner of property now or formerly belonging to William and Patricia A. Bass, and running thence with Toler Road, N. 34-34 W. 95 feet to an iron pin at the intersection of Toler Road and McClure Drive; thence with said drive, N. 18-00 E. 160 feet to an iron pin at the corner of property now or formerly belonging to A.C. Parham; thence with the Parham property, S. 66-47 E. 97.8 feet to an iron pin at the corner of the Bass property; thence with the Bass property, S. 24-00 W. 210 feet to the point of beginning.

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 rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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 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 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.