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MORTOAGE OF REAL ESTATE BY A CORPORATION-Prepared by WILLIAMS & HENRY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA (R.M.C.)

MONTGAGE OF REAL ESTATE BY A CORPORAT

COUNTY OF CREENVILLE

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

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

a corporation chartered under the laws of the State of South Carolina, thereinalier rejerted to as Mortgagor) is well and truly indebted unto

Alvin Smith.

(hereinaliter referred to as Mortgagoe) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in-

two thousand and no/100----

#----Dollars (\$2,000.00

on May 1, 1973,

HEREGOESE MONOSOMION

WHEREAS, the Mortgager may hereafter become indebted to the said Mortgagee for such further sums as has be examend to or for the Mortgager'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 Mortgagor at any time for advances smale to be for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in band well and fully paid to the Mortgagoe at and before the scaling and delivery of these presents, the receipt whose of is hereby acknowledged, has grantest, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assign.

"ALL that certain piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon dituate, bong ind being in the State of South Caroling, County of Greenville and being known and designated as Lots Nos. 5 and 6, Section D. of Roosevelt Heights Subdivision and, according to a plat prepared of said Subdivision by J. Mac Richardson, Reg. L. S., March, 1950, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book W, at Page 129, having the following courses and distances, to wit:

BEGINNING at a point on the edge of Roosevelt Avenue, joint front corner of Lots Nos. 4 and 5 and running thence with said road, N. 66-15 E. 100 feet to a point; thence, N. 21-15 W. 139.5 feet to a point; thence, S. 67-54 W. 100 feet to a point; thence S. 21-15 E. 143.7 feet to a point on the edge of Roosevelt Avenue, the point of beginning.

The moftgagee 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 executed, tenstruction 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 advancements, 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 apper-taining, and all of the rents, usues, and profits which may arise or be had therefrom, and including all heating, planting, and lights a 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.

TQ HAVE AND TO HOLD, all and singular the said premises unto the Mortgagoe, 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 lieps and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK /2 PAGE 33/

SATISFIED AND CANCELLYD OF KECORD OCICCA <u>LC M NO 12/30</u>