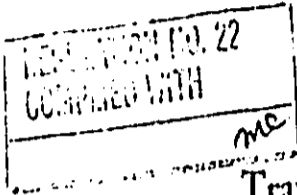


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GREENVILLE, CO. S. C.

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DONNIE S. TANKERSLEY
R.H.C.



Travelers Rest Federal Savings & Loan Association

Travelers Rest, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

} ss:

MORTGAGE OF REAL ESTATE
(ESCALATOR CLAUSE)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BROWN ENTERPRISES OF S. C., INC.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto TRAVELERS REST FEDERAL SAVINGS AND LOAN ASSOCIATION OF Travelers Rest, S. C., (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 Nineteen Thousand Five Hundred Fifty and No/100

DOLLARS (\$19,550.00.....), with interest thereon from date at the rate of eight (8) per centum per annum, said principal and interest to be paid as therein stated, and

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 purpose, and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable.

September 1, 2002

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 hereby grant, bargain, sell and release unto the Mortgagee, its successors and assigns.

All that 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, and being known and designated as Lot Number 5 of Sunny Slopes Subdivision, Section One, and according to a plat prepared of said property by C. O. Riddle, Surveyor, February 8, 1971, and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4R, at Page 3, having the following courses and distances, to-wit:

BEGINNING at a point on Bridwell Road, joint front corner of Lots 4 and 5 and running thence with the common line of said lots, N. 36-42 W. 156.2 feet to a point; thence, N. 53-18 E. 140 feet to a point; thence, S. 36-42 E. 158.2 feet to a point on the edge of Bridwell Road; thence running with said road, S. 54-06 W. 140 feet to a point on said road, the point of beginning.