MORTGAGE OF REAL ESTATE — Williams & Henry, Attorneys at Law, Greenville, S. C.

FILED
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DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA,

County of Greenville

To all Whom These Presents May Concern:

WHEREAS Brown Enterprises of S. C., Inc.

well and truly indebted to Alvin E. Smith and George H. Lindsey

in the full and just

sum of Two Thousand Five Hundred and No/100----------($2,500.00) Dollars,

in and by its certain promissory note in writing of even date herewith due and payable as follows:
May 13, 1977

~~with interest from~~ ~~at the rate of~~ ~~per centum per annum~~
~~until paid interest to be computed and paid~~ ~~and if unpaid when due to~~
~~bear interest same rate as principal until paid~~, and 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 it, the said Brown Enterprises of S. C., Inc.

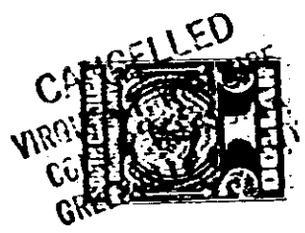
in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to it in hand well and truly paid at and before the sealing and delivery of these presents, 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, and being known and designated as Lot No. 1, Blue Ridge Heights Subdivision, according to a plat prepared of said property by Thurl M. Amick, Registered Surveyor, dated October 10, 1975, and revised April 23, 1976, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5P, at Page 27, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a point in or near the center of Highway S 23-114, joint property of the Grantors and property now or formerly owned by B. L. Sudduth, and running thence with the common line of said owners, S. 24-18 E. 149.68 feet to an old iron pin; thence, S. 72-42 E. 205.87 feet to an iron pin; thence, N. 29-26 W. 298.59 feet to a point in or near the center of said Highway S 23-114; thence running with said Highway, S. 60-34 W. 127.75 feet to a point in or near the center of said Highway, the point of Beginning.

The within property is the same property conveyed to the Mortgagor by the Mortgagee by that certain deed of even date herewith which said deed is being recorded in the R.M.C. Office for Greenville County, South Carolina simultaneously with the recording of the within instrument.



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 it do hereby bind 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 its, Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

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