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

FILED
GREENVILLE CO. S.C.
'80 MAR 3 PM 1:19
DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

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

a corporation chartered under the laws of the State of South Carolina, hereinafter referred to as Mortgagor, is well and truly indebted unto L. H. Tankersley, as Trustee

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 Three Thousand and No/100 ($3,000.00)----------

----------Dollars ($ 3,000.00) due and payable

January 26, 1980

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 and being known and designated as Lot No. 19 of Windtree Subdivision, according to a plat prepared of said property by C. O. Riddle, Surveyor, July 1, 1977, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-H, at Page 12, and to which said plat reference is craved for a more complete description thereof.

The within property is a portion of the property conveyed to the mortgagor herein by that certain deed of L. H. Tankersley, as Trustee, of even date herewith and which said deed is being filed simultaneously with this instrument in the R.M.C. Office for Greenville County, South Carolina.

The within mortgage is given to L. H. Tankersley, as Trustee, under that certain deed of trust and trust agreement, both dated December 6, 1972, and both of which are recorded in the R.M.C. Office for Greenville County, South Carolina.

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 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 mortgage, or mortgages, and all such advances, charges and disbursements may be made without further subordination or agreements.

DOCUMENTARY STAMP TAX 0120

4328 RV.2

Together with all and singular rights, members, hereditaments, and appurtenances to the said premises belonging or in anywise incident or appertaining, all of the rents, issues, and profits which may arise or be had therefrom, and all heating, plumbing, lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the parties intention that all fixtures and equipment now or hereafter attached to the said premises shall be deemed fixtures and 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 conveyed in fee simple, that it has good right and lawful authority to sell, convey or encumber the same, and that the premises are free and clear of all encumbrances except as mentioned 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.