

GREENVILLE, S.C.
SEP 26 8 45 AM '79
R.M.C. TANKERSLEY

MORTGAGE

THIS MORTGAGE is made this 21st day of September 1979, between the Mortgagor, Brown Enterprises of S. C., Inc. (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of the United States of America whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Two Thousand and No/100 (\$32,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1985;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of GREENVILLE State of South Carolina:

ALL that certain 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. 12, Windtree Subdivision, according to a plat prepared of said subdivision by C. O. Riddle, Surveyor, July 1, 1977, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-H, at Page 12, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Windtree Court, joint front corner with Lot 11 and running thence with the common line with said Lot, N. 48-36 E. 316.7 feet to a point; thence, S. 72-03 E. 125 feet to a point; thence, S. 13-30 W. 320.3 feet to a point, joint rear corner with Lot 13; thence running with the common line with said lot, N. 71-24 W. 287 feet to a point on the edge of Windtree Court; thence running with the curvature of said Court, the chord being: N. 11-24 W. 50 feet, to a point on the edge of said Court, the point of Beginning.

The within property is the identical property conveyed to the Mortgagor herein by deed of L. H. Tankersley, as Trustee, dated September 21, 1979, and which said deed is being recorded simultaneously with the recording of this instrument.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
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which has the address of Windtree Court Travelers Rest (Street) (City) South Carolina 29690 (herein "Property Address"); (State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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