

FILED  
S. C.  
JUN 18 1980  
R. M. C.  
GREENVILLE

# MORTGAGE

THIS MORTGAGE is made this 18th day of June, 1980, 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 United States of America, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

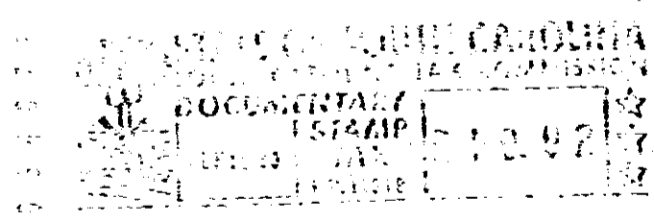
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Seven Thousand Three Hundred and No/100 (\$27,300.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 18, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 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 39, Coleman Heights Subdivision, according to a plat prepared of said subdivision by Terry T. Dill, Surveyor, May 24, 1956, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book KK, at Page 29, and according to a more recent survey prepared of said property by Carolina Surveying Company, April 13, 1979, which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8-B, at Page 67 having the following courses and distances, to-wit:

BEGINNING at a point on the edge of West Drive, joint front corner with Lot 38 and running thence with the common line with said Lot, S. 23-18 W. 262.8 feet to an iron pin on the edge of a 20 foot alley; thence, N. 50-26 W. 38.2 feet to an old iron pin; thence, S. 73-14 W. 62 feet to an iron pin, joint rear corner with Lot 40; thence running with the common line with Lot 40, N. 22-52 W. 223.5 feet to an iron pin on the edge of West Drive; thence running with the edge of said Drive, N. 67-10 E. 114.7 feet to an iron pin on the edge of said Drive; thence continuing with the edge of said Drive, N. 77-34 E. 75.6 feet to an iron pin on the edge of said Drive; thence continuing with the edge of said Drive, S. 72-22 W. 105 feet to an old iron pin on the edge of said Drive, the point of Beginning.

The within property is a portion of the property conveyed to the Mortgagor herein by deeds of Ralph Howard, Jr., et al, dated May 12, 1979, June 4, 1979, June 4, 1979 and April 20, 1979, and which said deeds are recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1104, at Pages 396, 403, 406 and 400.



which has the address of West Drive Travelers Rest, (Street) (City) SC 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.

546

4328 RV-2