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GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY  
R.M.C.

**MORTGAGE**

BOOK 1531 PAGE 410

THIS MORTGAGE is made this 2nd day of February, 1981, between the Mortgagor, JOHN W. BROOKS, JR., AND SUSAN AVALON BROOKS (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and No/100 (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 2, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2011.

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 piece, parcel or lot of land situate, lying and being on the Northwestern side of Redcliffe Road, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 11 as shown on a plat of Section III, Pelham Estates, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-G at page 13, and having, according to said plat and according to a more recent plat entitled "Property of John W. Brooks, Jr., and Susan Avalon Brooks", dated January 12, 1981, prepared by Freeland & Associates, the following metes and bounds:

BEGINNING at an iron pin on the Northwestern side of Redcliffe Road at the joint front corner of Lots Nos. 10 and 11, and running thence with the line of Lot No. 10 N. 47-58 W. 245.8 feet to an iron pin; thence N. 44-58 E. 205.55 feet to an iron pin at the joint rear corner of Lots Nos. 11 and 12; thence with the line of Lot No. 12 S. 45-37 E. 212.2 feet to an iron pin on the Northwestern side of Redcliffe Road; thence with the Northwestern side of Redcliffe Road S. 40-58 W. 126.4 feet to an iron pin; thence continuing with the Northwestern side of Redcliffe Road S. 25-00 W. 73.6 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Richard E. Kitterman and JoAnn B. Kitterman, dated February 2, 1981, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1111 at page 553 on February 2, 1981.

which has the address of Lot 11, Redcliffe Road, Greenville  
[Street] [City]  
South Carolina (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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