

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Whereas: John F. Brooks, Jr., and Olive R. Brooks,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Poinsett Realty Company

(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 Two Thousand Nine Hundred Fifty and No/100----

Dollars (\$ 2,950.00 ) due and payable

at the rate of \$25.00 per month, payments to be applied first to interest, then principal,

with interest thereon from date at the rate of six per centum per annum to be paid: monthly.

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, being known and designated as

Lot No. 38, Section, of Subdivision known as POINSETTIA, said Subdivision being situated within the corporate limits of the Town of Simpsonville, plat of said Subdivision being recorded in the RMC Office for Greenville County in Plat Book BBB at Page 103.

A more particular description of said above numbered lot may be had by reference to said plat.

This mortgage is second and junior in lien to mortgage given by Poinsett Realty Company to Laurens Federal Savings and Loan Association, Laurens, South Carolina, and assumed by the mortgagors herein, which mortgage was recorded February 7, 1966, in the RMC Office for Greenville County in Mortgage Volume 1021 at Page 630. This mortgage was given in the original amount of \$13,000.00.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered 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 described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided 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.

2/18/70

Paid in full.

Poinsett Realty Co.

Ralph S. Hendricks Pres.

Witness Ruth Young

Richard Hart

SATISFIED AND CANCELLED OF RECORD

18 DAY OF Mar 19 70

Allie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 2:51 O'CLOCK P. M. NO. 20375