

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

APR 13 1 27 PM '79
DANNIE S. TANKERSLEY
R.M.C.

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

250 WA

WHEREAS, Hovie Clyde Brooks and Eleanor H. Brooks

(hereinafter referred to as Mortgagor) is well and truly indebted unto James A. Pond, James B. Snoddy, James E. Farr, Russell G. Stair and Twentieth Century Investors, a Partnership

(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 Thirty-eight Thousand and no/100ths

Dollars (\$ 38,000.00) due and payable

with interest thereon from date at the rate of nine (9) per centum per annum, to be paid: in ten, equal, annual installments beginning one year from date and each year thereafter according to the terms of the note.

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.

ALL that tract of land containing 29.21 acres, more or less, on the western side of Garrett Street in the town of Fountain Inn, Greenville County, South Carolina, as shown on plat of "Property of Vance B. Drawdy, Trustee," as prepared by C. O. Riddle, Surveyor, dated May, 1977, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Garrett Street, joint front corner of property of Vernon R. Cooper and running thence along said Garrett Street S 11-02 W 433 feet to an iron pin; thence with the curve of Garrett Street S 1-53 W 100 feet thence continuing along Garrett Street to an iron pin located in said street S 30-21 E 200 feet; thence leaving said street and running along the line of property now or formerly owned by Nora S. Garrett S 59-39 W 528.5 feet to an iron pin; thence N 43-08 W 1,383.4 feet to an iron pin in the branch. Thence with the branch as a line being the same line forming a part of the boundary of Woodlawn Heights Subdivision and following the center thereof, the traverse line of which is N 0-26 E 226.8 feet; thence continuing along said branch N 21-47 W 99.8 feet; thence continuing with said branch N 22-20 W 86.8 feet; thence continuing with said branch N 43-38 E 98.3 feet; thence continuing with said branch N 30-31 E 136.2 feet; thence with said branch N 25-05 W 137.2 feet; thence with said branch N 6-43 W 20 feet to an iron pin; thence with the common line of property of Vernon R. Cooper S 58-47 E 1,437.2 feet to an iron pin; thence S 77-33 E 150 feet to an iron pin, being the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Vance B. Drawdy, Trustee as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1100, Page 475, on April 13, 1979.

THE aforementioned principal indebtedness represents money loaned by Mortgagee and actually used for the acquisition of the property herein described and conveyed, and this property, or any part thereof, shall not be conveyed by Mortgagor until such time as the note secured hereby is paid in full.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
APR 13 1979
PB. 11213
15.20

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 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.

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