

STATE OF SOUTH CAROLINA } FEB 15 4 56 PM '82 MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE } JOHN W. HARRISLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, I, Ruth E. Brooks

(hereinafter referred to as Mortgagor) is well and truly indebted unto Trans-Con Finance Corporation - C/O Edgar L. Morris, Attorneys, 1316 Washington Street, Columbia, S. C. 29201

(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

One Thousand Dollars (\$ 1,000.00) due and payable in the amounts of \$200.00 on March 1, 1982; \$200.00 on April 1, 1982; \$200.00 on May 1, 1982; \$200.00 on June 1, 1982; and \$200.00 on July 1, 1982; interest to continue as to interest allowed by law.

with interest thereon from date at the rate of 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

ALL OF MY UNDIVIDED ONE-THIRD INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

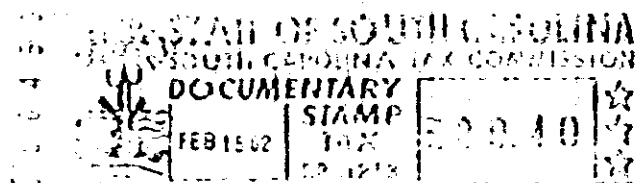
ALL that certain piece, parcel or lot of land on the western side of Old Augusta Road, near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 6 on plat of property of Marie Dreher; recorded in the R. M. C. Office for Greenville County in Plat Book "CCC", at Page 119 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Old Augusta Road, joint front corner of Lots Nos. 5 and 6, and running thence with the joint line of said lots, S. 67-0 W. 149.9 feet to an iron pin; thence N. 14-0 W. 61.5 feet to an iron pin; thence N. 61-56 E. 150 feet to an iron pin on the western side of Old Augusta Road; thence with the side of said Road, S. 15-30 E. 74.3 feet to the point of beginning,

THIS is the same property conveyed to Walter Evestar Brooks by Earle M. Lineberger and Eugene M. Paul, Jr., on July 17, 1964; recorded July 30, 1964 in Deed Volume 754, page 221; Walter E. Brooks died intestate on or about April 29, 1977, leaving as his heirs at law, his widow, Mrs. Ruth E. Brooks, and six children, namely, James Brooks, Alvin Brooks, Michelle Brooks, Mrs. Regina B. Simmons, Michael Brooks, and Terrace Brooks, as noted in Apartment 1473, File 21, Office of the Probate Judge for Greenville County.

THIS Note and Mortgage are given as security to satisfy a Judgment at Judgment Roll No. L-2396, Trans-Con Finance Corporation vs. Walter E. Brooks and Ruth E. Brooks; the mortgagee agrees to satisfy the Judgment and this Mortgage and Note provided the terms are fully complied with as set out above.

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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.

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