STATE OF SOUTH CAROLINA COUNTY OF Greenville

## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS,

James Brooks and Jo Ann Brooks

(hereinafter referred to as Mortgagor) is well and truly indebted unto MOTOR CONTRACT COMPANY

OF Greenville

its successors and assigns forever (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 Six Thousand Nine Hundred Seventy Seven Dollars and 40/100

Dollars (\$6,977.40

) due and payable in monthly installments of \$116.29

, the first installment becoming due and payable on the \_7th\_day of \_April\_\_\_\_, 19.73

and a like installment becoming due and payable on the same day of each successive month thereafter until the entire indebtedness has been paid, with interest thereon from maturity at the rate of seven per centum per annum, to be paid on demand.

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 scaling 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\_\_\_\_\_, to wit:ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, in Parker School District &8-A on the south side of Decatur Drive, and being lot No. 9 as shown on plat of survey made by W.J. Riddle, Surveyor, on March 17, 1937, of sub-division of property belonging to D.L. Bramlett, on west side of Parker Road, and said plat being of record in the R.M.C. Office for Greenville County, South Carolina, in Plat Book I at page 139, and said lot having, according to said plat, the following metes and bounds, to-wit:

BEGINNING on the south bank of said Decatur Drive at an iron pin, corner of lot No. 8, and running thence S. 51-48 E. 307.3 Feet to an iron pin, corner of lots Nos. 5,6.20, and 21; thence S. 68-37 W. 165.9 feet to an iron pin, corner of lots Nos. 10,18, and 19; thence N. 34-33 W. 259.4 feet to an iron pin on south bank of Decatur Drive; thence with said drive N. 58-02 E. 70 fett to the beginning corner, and being a portion of the property conveyed to me by deed from L.E. Rich, dated June 11, 1960, and recorded in the R.M.C. Office aforesaid in Deed Book 652 at page 293.

This conveyance is made subject to the following restrections over said property: (I) No. residence shall be eredted on said lot within less that twenty feet of said Decatur Drive: (2) No residence shall be crected on said lot, the appreised calue of which is less that Two Thousand Dollars; and (3) any and all other restrictions, if any, any all easements, rights-of-way- and limitations if any, over said lot and of record.

Property taxes on said property for the year 1968 has been pro-rated, and grantees are to pay the

taxes on said property for said year, then the same becomes payable.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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 herein specifically stated otherwise as follows:

This is a First Mortgage, second to none

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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee to long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all promiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgagee debt, whether due or not.

L-1611-SC.