

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
AUG 20 2 10 PM '78
JOHN S. TANKERSLEY
R.M.C.

BOOK 1438 PAGE 802

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

WHEREAS, J. HOYT BROOKS, SR., AND BLANCHE D. BROOKS

(hereinafter referred to as Mortgagor) is well and truly indebted unto Leroy Cannon, George Banks, Alline Cannon and Shelby J. Banks

(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

Twelve Thousand & no/100----- Dollars (\$ 12,000.00) due and payable

Payable in monthly installments of \$249.11 beginning August 1, 1978, and continuing for a period of five years until paid in full.

with interest thereon from date at the rate of 9% 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, according to a plat prepared by Dunn and Keith Associates Engineers dated July 1, 1978, containing 15.19 acres which includes a portion of Goodwins Bridge Road.

BEGINNING at a nail and cap at the corner of the lot being conveyed herein and the property of Carlos G. and Kathryn Dorrien in the center of Goodwins Bridge Road; thence with said Road, S. 22-16 E. 100.13 feet to a nail and cap; thence continuing, S. 25-27 E. 265 feet to a nail and cap; thence leaving Goodwins Bridge Road, along the line of the Grantors property, S. 66-11 W. 1561.0 feet to an iron pin; thence along the same property of the Grantors, N. 23-50 W. 485.15 feet to an iron pin; thence along Dorrien property, N. 70-38 E. 1561 feet to the beginning corner.

This conveyance is made subject to any recorded restrictions easements or rights of way or any visible upon the property. Particular attention is called to the Creek running in a westerly direction over said lot.

This being the same property conveyed unto J. Hoyt Brooks SR., and Blance D. Brooks, by deed dated July 6th, 1978, from Leroy Cannon, George Banks, Alline Cannon and Shelby J. Banks, and said deed being recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1013 at page 553, recorded 7-20-, 1978.

This is a purchase money mortgage.

RECORDED
INDEXED
AUG 20 1978
GREENVILLE COUNTY, S. C.
BOOK 1438 PAGE 802

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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