

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN.

FILED
S.C.

WHEREAS,

BROOKS INVESTMENTS, a Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto TRAC, INC.

(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

FIFTY-FOUR THOUSAND AND NO/100 - - - - - Dollars (\$ 54,000.00) due and payable

Five (5) Years from date, plus interest

with interest thereon from date at the rate of 10% per centum per annum, to be paid: ANNUALLY

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 Mortgagee in hand well and truly paid by the Mortgagor 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 on the Eastern side of Ridge Drive, near the City of Greenville, being shown as LOTS Nos. 204 and 205 on plat of MARSHALL FOREST made by Dalton & Neves, Engineers, October 1928, recorded in Plat Book H, at pages 133 and 134 in the RMC Office for Greenville County and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Eastern side of Ridge Drive, joint front corner of Lots Nos. 205 and 206 and running thence with line of Lot No. 206, N. 66-12 E. 186.4 feet to an iron pin on the Western edge of a 10-foot strip of land reserved for pipes and poles; thence with the Western edge of said reserved strip of land, S. 39-22 E. 51.9 feet to iron pin at joint rear corner of Lots Nos. 203 and 204; thence with line of Lot No. 203, S. 66-12 W. 200.5 feet to iron pin on the Eastern side of Ridge Drive; thence with the Eastern side of Ridge Drive in a Northerly direction 50 feet to the beginning corner.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the East side of Ridge Drive and being known and designated as LOT Nos. 206 and 207 of a subdivision known as MARSHALL FOREST as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book H, at pages 133 and 134 and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the East side of Ridge Drive at the corner of Lot No. 208, which point is 58.3 feet South of the intersection of Club Cove and running thence along the line of Lot No. 208, N. 66-12 E. 172.4 feet to an iron pin at the rear corner of said lot on a 10-foot alley; thence along the line of said alley, S. 39-22 E. 51.9 feet to an iron pin at the rear corner of Lot No. 205; thence along the line of said Lot No. 205, S. 66-12 W. 186.4 feet to the corner of said lot on the East side of Ridge Drive; thence along the line of said Ridge Drive, N. 23-48 W. 50 feet to the beginning corner.

This being the same property conveyed to Brooks Investments, a Partnership by deed dated June 15, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1104, at page 957 on June 18, 1979.

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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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