



MORTGAGE OF REAL ESTATE - SOUTH CAROLINA

made this 14th day of May 1969, between J. W. BOOKER and GLADYS BOOKER called the Mortgagor, and BRICK HOMES, INC. hereinafter called the Mortgagee

WITNESSETH

WHEREAS, the Mortgagor in and by his certain promissory note in writing of even date herewith in well and truly indebted to the Mortgagee in the full and just sum of Fifteen Thousand Seven Hundred Eighty-four 20/100 Dollars (\$15,784.00), with interest from the date of maturity of said note at the rate set forth therein, due and payable as set forth in said note.

NOW THEREFORE, the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of \$3.00 to him in hand paid by the Mortgagee at and before the sealing and delivery of these presents hereby bargains, sells, grants and releases unto the Mortgagee, its successors and assigns, the following described real estate situated in Greenville County, South Carolina:

All that lot of land in the County of Greenville, State of South Carolina, being a rear portion of Lots Nos. 30 and 31 on plat of Map No. 2, Nickle-Town Heights recorded in plat book M, page 5 of the RMC office for Greenville County, South Carolina, and being more particularly described as follows:

BEGINNING at an iron pin on the southerly side of Hall Street, which iron pin is 69.3 feet Southwest from the Northeast corner of River Street; thence with a new line across lots Nos. 30 and 31, S. 34-0 E. approximately 80 feet to an iron pin in line of Lot No. 32; thence with the line of said Lot, N. 56-00 E. 52 feet more or less to the rear joint corner of Lots Nos. 19 and 31; thence with the line of said lot 19, N. 34-0 W. 66 feet to an iron pin on the southerly side of Hall Street; thence with the southerly side of said street, S. 66-30 W. 52.8 feet to the BEGINNING corner.

Being the same property conveyed to the parties of the first part by deed from Mattie Norris, dated March 3, 1969, and recorded in Book 863 at page 172 in the office of the Register of Mesne Conveyance for Greenville County, South Carolina.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any-wise incident or appertaining, or that hereafter may be erected or placed thereon.

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

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

- 1. To pay all sums secured hereby when due.
2. To pay all taxes, levies and assessments which are or become liens upon the said real estate when due, and to exhibit promptly to the Mortgagee the official receipts therefor.
3. To provide and maintain fire insurance with extended coverage endorsement, and other insurance as Mortgagee may require, upon the buildings and improvements now situate or hereafter constructed in and upon said real property, in companies and amounts satisfactory to and with loss payable to the Mortgagee; and to deliver the policies for such required insurance to the Mortgagee.
4. In case of breach of covenants numbered 2 and 3 above, the Mortgagee may pay taxes, levies or assessments, contract for insurance and pay the premiums and cause to be made all necessary repairs to the buildings and other improvements, and pay for the same. Any amount or amounts so paid out shall become a part of the debt secured hereby, shall become immediately due and payable and shall bear interest at the highest legal rate from the date paid.

Paid in full July 31, 1969. Brick Homes, Inc.