

RECORDED

FILED
GREENVILLE CO. S. C.

BOOK 1287 PAGE 435

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

AUG 9 3 48 PM '73
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, We, Hoyt Holbrooks, and Maxine Holbrooks
(hereinafter referred to as Mortgagor) is well and truly indebted unto Teraplan, 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 Five Thousand Five hundred and sixty eight dollars and 100
Dollars (\$ 5,568.00) due and payable

with interest thereon from 7/18/73 at the rate of 8% 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 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

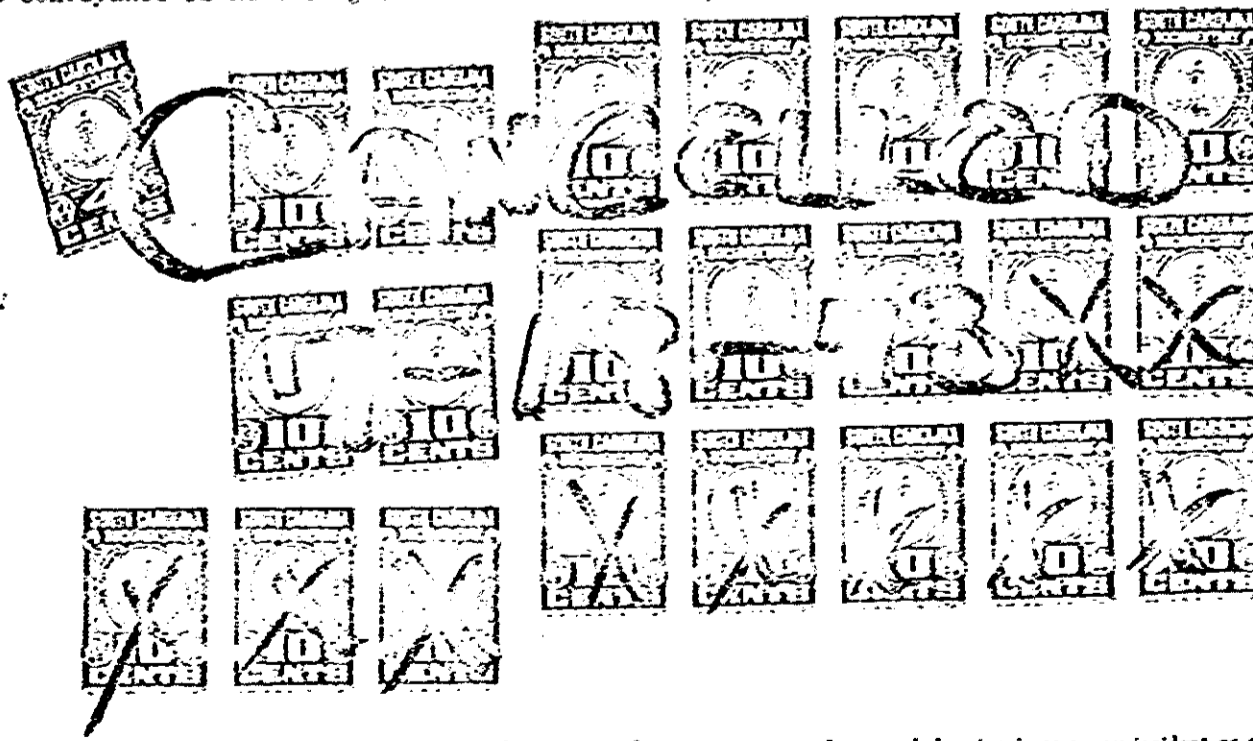
HOYT AND MAXINE HOLBROOKS, their Heirs and Assigns, forever:

ALL of that lot of land in the County of Greenville, State of South Carolina, in Bates Township, near Pleasant Retreat, containing 0.77 acres, more or less, shown on plat of Poy and Puth S. Bryant, recorded in the P. M. C. Office for Greenville County in Plat Book NNN, at page 127, and having, according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin in the center of Janison Road a short distance South of Pleasant Retreat Road, and running thence N. 54-08 W 305 feet to an iron pin; thence N. 47-34 E 130 feet to an iron pin; thence S 52-38 E 227.8 feet to an iron pin in Janison Road; thence with said Road, S 12-30 W 133.5 feet to the point of beginning and being the same conveyed to me in Deed Book 810, at page 461.

REFERENCE should be had to Plat of 7.5 acres out of which this tract is cut recorded in Plat Book NNN, at page 127.

THIS conveyance is made subject to all rights of way and restrictions of record.



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 fixtures, plantings, and building fixtures now or hereafter attached, erected, or fixed 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 otherwise dispose of 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.

4328 (N.Y. 3)