## MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

FRED M. BROOKS and wife, JANICE E. BROOKS

(hereinafter referred to as Mortgagor) is well and truly indebted un to

PET DAIRY EMPLOYEES FEDERAL CREDIT UNION P. O. BOX O, CRS

JOHNSON CITY, TN 37601

(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

Three Thousand Eight Hundred and Fifty and no/o0----- Dollars (\$3,850.00 ) due and payable

in 36 equal monthly installments of \$127.92, beginning on December 30, 1977,

with interest thereon from date at the rate of one per centum per aNNOW, to be paid:

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 aforestid 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and essigns:

"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, located on Adams Mill Road, North of Simpsonville containing 2.60 acres, more or less, and being shown as Lot No. 4 on Plat of Property of Jeff R. Richardson, Jr., made by C. O. Riddle, Surveyor, on May 20, 1970, recorded in the RMC Office for Greenville County, in Plat Book 4 F, Page 23, having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a point on Adams Mill Road at the joint front corners of Lots 4 and 3 and running thence S 43-55 E. 517.2 feet to a point at the branch: thence with the branch as the line, the traverse of which is S 18-23 W 225.9 feet to a point: thence N. 43-55 W 622.2 feet to a point on Adams Mill Road, which is the joint front corner of Lots 5 and 4: thence along Adams Mill Road N 46-05 E 200 feet to the point of BEGINNING.

The above described property is the same property conveyed to the Grantor by Jeff R. Richardson, Jr., by deed dated June 11, 1973, and recorded in RMC Office, Greenville County, South CArolina, in Deed Book 976, Page 720, and is subject to the rights of ways, easements, conditions, public roads and restrictive covenants reserved on plats and other instruments of public record and actually existing on the grounds affecting said property.

This instrument prepared by: Roy Hixson
Box O, CRS

Johnson City TN 37601

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Together with all and singular rights, members, herditaments, 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 thereform, and including all keating, 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 hercinabove 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever fawfully claiming the same or any part thereof.

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