MORTGAGE OF REAL ESTATE -

Address of mortgagee: P. O. Box 185

Travelers Rest, S. C., 29690

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, Donna K. Brooks and Jerry Brooks WHEREAS.

hereinafter referred to as Mortgagor) is well and truly indebted unto Bank of Travelers Rest

(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 TEN THOUSAND -----

Dollars (\$ 10.000.00 ) due and payable

in 120 payments of \$156.77 each of principal and interest, first payment due December 9, 1984 and payment on the 9th day of each month thereafter until paid in full. Payments first applied to interest and then to principal.

with interest thereon from Nov. 9, 1984 at the rate of 14.25 per centum per annum, to be paid: monthly

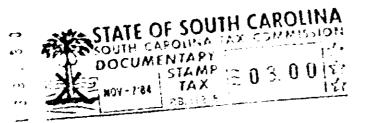
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, in O'Neal Township, located on the Southern side of Langley Road, and being shown on plat of property of Marion S. Kemp by Terry T. Dill, R. L. S., dated h-29-1976 and recorded in plat book 8E page 87, R. M. C. Office for Greenville County, and having the following courses and distances, to wit:

BEGINNING in the center of said Langley Road, and running thence S. 21-13 E., 285 feet along Southern property, formerly Mappin; thence S. 25-25 W., 105 feet; thence along Kemp N. 20-54 W., 357 feet to center of said road; thence along center of said road N. 68-32 E., 75 feet to the beginning corner and containing 0.56 of acre, more or less. This is the same conveyed to the within grantors by M. Stansel Kemp and Shirley Y. Kemp by deed recorded 9-19-1980 in deed book 1133 page 809, R. M. C. Office for Greenville County.

This mortgage cannot be assumed without the consent of the within mortgagee, otherwise the entire amount due thereunder shall become due and payable.



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 heireinabove 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.

GREENVILLE OFFICE SUPPLY CO. INC.

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