

PURCHASE MONEY MORTGAGE

BOOK 1630 PAGE 201

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
OCT 10 1 58 PM '83

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. WILKINSLEY
R.M.C.

WHEREAS SAM A. BROOKS

(hereinafter referred to as Mortgagor) is well and truly indebted unto Glenn D. Kirby, Herbert W. Kirby, Vera K. Davis, Dorothy K. Strawhorn, Hazel K. Thompson, Zelfhia K. Garrett, Margaret K. Medlock and William W. Kirby. (hereinafter referred to as Mortgagees) 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 Seven Thousand Thirty Six and no/100-----

Dollars (\$7036.00-----) due and payable
In sixty consecutive monthly installments in the amount of One Hundred Forty Nine and 49/100 (\$149.49) Dollars inclusive of principal and the accrued interest thereon commencing on the First day of November, 1983 and continuing in like amount and on like date until payment in full shall have been made which in any event shall be on or before October 1, 1988. All payments shall be made to Mortgagee Glenn D. Kirby for disbursement to other Mortgagees.

with interest thereon from date at the rate of TEN per centum per annum, to be paid Monthly as above stated

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, situate, lying and being in the State of South Carolina, County of Greenville, Dunklin Township, containing 15.06 acres, more or less, and having, according to plat prepared by F. E. Ragsdale, RLS, entitled "Property Survey for The Estate of Eula R. Kirby" dated April 14, 1983, the following metes and bounds, to-wit:

BEGINNING at an old bolt on the southeasterly side of SC Hwy No. S-23-33 (West Ridgeway Rd.) approximately 1574 feet southwest of Horse Creek at joint corner of property of Lanny R. and Zelfhia K. Garrett and running thence with common line of property herein conveyed and Garrett property S. 69-51-25 E. 849.63 feet to an old iron pin; thence S. 23-57-37 E. 234.26 feet to an old iron pin at corner of Garrett property and property of J. P. Jumper; thence with common line of Jumper property S. 23-59-21 E. 660.27 feet to an old stone on line of Jumper property at corner of within property and property of Michael R. Fant (now or formerly); thence with Fant property N. 73-05-08 W. 280.54 feet to an old iron pin; thence N. 86-24-00 W. 281.50 feet to an old iron pin at corner of Fant property and property of Betty D. Brooks; thence with Brooks property N. 43-07-33 W. 1185.16 feet to an old bolt on SC Hwy No. S-23-33 (West Ridgeway Rd.) 2000 feet more or less from Kirby Road, joint front corner of within property and Brooks property; thence with Road N. 53-52 E. 246.25 feet to the point of beginning.

This conveyance is subject to all restrictions, setback lines, roadways, easements and rights-of-way, if any, appearing of record, on the premises, or on the recorded plat(s), which affect the property hereinabove described.

Specifically being subject to easement for access road right-of-way given to J. P. Jumper from S. C. Hwy No. S-23-33 near Brooks property and running along common lines of within property and Brooks and Fant properties to a point on line with J. P. Jumper property near the Old Stone at southeast corner of the within property.

This being the same property conveyed to Mortgagor herein by deed of Mortgagees dated August 31, 1983, and recorded in the RMC Office for Greenville County, South Carolina of even date herewith.

Mortgagor herein specifically agrees and consents that there shall be no commercial cutting of timber on the mortgaged premises during the term of this mortgage.

RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA
OCT 10 1983
TAX 02.94

Together with all and singular rights, members, hereditaments, 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 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.