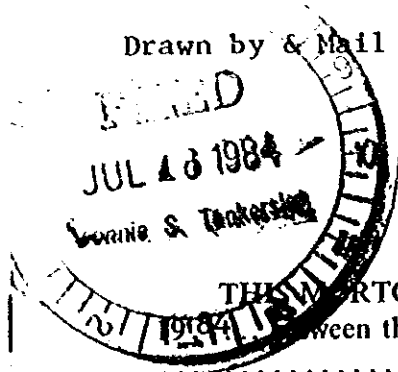


Drawn by & Mail to Wayne M. Brendle, Atty
209 Cameron-Brown Building
Charlotte, N.C. 28204

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MORTGAGE

Loan No. 09-43-59435

THIS MORTGAGE is made this 6 day of July
between the Mortgagor, Robert M. Brooks and wife, Nancy B. Brooks
(herein "Borrower"), and the Mortgagee,
NCNB National Bank of North Carolina, a corporation organized and existing
under the laws of North Carolina, whose address is Charlotte, N.C.
28255 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Seven Thousand Two Hundred
..... Dollars, which indebtedness is evidenced by Borrower's note
dated July 6, 1984 (herein "Note"), providing for monthly installments of principal and interest,
with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2014

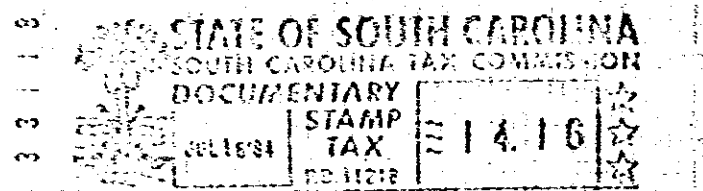
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the
payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this
Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment
of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein
"Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and
assigns the following described property located in the County of Greenville,
State of South Carolina:

Being known and designated as Lot 9 as shown on plat of Hunters Pointe and
recorded in the RMC Office for Greenville County, S. C., in Plat Book 7C,
Page 35, and having the following metes and bounds, to-wit:

Beginning at an iron pin on the Southwestern side of Setters Court at the joint
front corner of Lots 8 and 9 on said plat and runs thence with the common line
of Lots 8 and 9, S 19-21-45 W 115.55 feet to an iron pin; thence N 55-45-02 W
140.45 feet to an iron pin at the common rear corner of Lots 9 and 10 on said
plat; thence with the common line of said Lots 9 and 10, N 41-47-50 E 133.65
feet to an iron pin on the Southwestern side of Setters Court; thence with the
curve of the Southwestern side of Setters Court, the chords of which are as
follows: S 51-59-12 E 39.60 feet to an iron pin, and thence S 35-10-21 E 57.82
feet to the beginning.

Being the same real estate deeded to Mortgagor by Robert T. McCann and wife,
Margaret S. McCann, by deed dated July 6, 1984 and filed for recording herewith
in the Office of the RMC for Greenville County, to which deed reference is hereby
made.

GCTO -----3 JUL 16 84 023



which has the address of 108 Setters Court, Mauldin,
(Street) (City)
S.C. 29662 (herein "Property Address");
(State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improve-
ments now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral,
oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the
property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the
property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this
Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,
grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend
generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions
listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.