RECORDING FEE

DEC 18 3 37 PH '75 DONNIE S. TANKERSLEY R.H.C.

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

Whereas, Robert E. Brooks and Nancy S. Brooks
of the County of Greenville, in the State aforesaid, hereinafter called the Mortgagor, is
indebted to Transouth Financial Corporation, a corporation organized and existing under the laws of the State of South Carolina, hereinafter called Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference
in the principal sum of Six Thousand Eight Hundred Thirty Three and 40/10Dollars (\$6,833,40), and,

Whereas, the Mortgagee, at its option, may hereafter make additional advances to the Mortgagor, or his successor in title, at any time before the cancellation of this mortgage, which additional advance(s) shall be evidenced by the Note(s) or Additional Advance Agreement(s) of the Mortgagor, shall bear such maturity date and other provisions as may be mutually agreeable, which additional advances, plus interest thereon, attorneys' fees and Court costs shall stand secured by this mortgage, the same as the original indebtedness, provided, however, that the total amount of existing indebtedness and future advances outstanding at any one time may not exceed the maximum principal amount of

Now, Know All Men, the Mortgagor in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagec, and also in consideration of the further sum of One Dollar (\$1.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the séaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns the following-described property:

ALL that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville and being known and designated as a lacre tract of land lying on the western side of O'Neal-Berry's Mill Road and having the following metes and bounds, to-wit:

BEGINNING at a corner in County Road located 1,598 feet south from the O'Neal-Berry's Mill Road and being the southeastern corner of M.A. and Mae Jordan lands and running thence with Herschell Jones line S66-15W, 217.8 feet to an iron pin; thence N24-00W, 200 feet to an iron pin; thence N66-15E, 203.7 feet to a point in center of road; thence S33-55E, 100 feet to a point in road; thence S33-55E, 100 feet to the beginning corner.

This is a second mortgage.



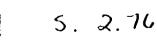












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