

MLD-2851

YOUNTS, SPIVEY & GROSS

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
JUL 15 2 42 PM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

Whereas, William D. 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 and No/100 Dollars (\$ 6,000.00),
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

Ten Thousand Three Hundred Twenty-Five and No/100 Dollars (\$ 10,325.00),
plus interest thereon, attorneys' fees and Court costs.

Now, Know All Men, the Mortgagor in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the fact

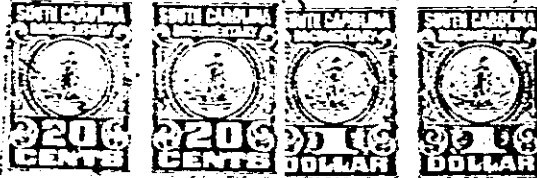
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7. Mortgagor agrees that he will pay as they become due the principal and interest on all notes, obligations, contracts or agreements, secured by any mortgage, lien, or security interest having priority over this mortgage as to the property described herein. If the mortgagor fails to make any of the payments as provided in this section, mortgagee may pay the same and add any amounts so paid to the principal debt, and all sums so paid shall bear interest at the same rate as the principal debt secured hereby and shall be secured by this mortgage.

TRANSOUTH FINANCIAL CORPORATION

PAID IN FULL AND SATISFIED THIS 12TH DAY OF JULY 1979

Walter L. Malice F I Manager E E
Don Kujala Witness
Sail Chapman Witness
JUL 17 1979
7 8 9 10 11 12 1 2 3 4 5 6



It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note(s) secured hereby. If the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note(s) secured hereby, then this mortgage shall be null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note(s) secured hereby, then at the option of the Mortgagee all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage shall be foreclosed. Should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein (excluding legal proceeding instituted for foreclosure or for the collection of the debt secured hereby) all costs and expenses reasonably incurred by the Mortgagee, and a reasonable attorney's fee shall be secured hereby and shall become due and payable thirty (30) days after demand. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses including reasonable attorney's fees shall be secured hereby, shall become due and payable immediately or on demand, and may be recovered and collected hereunder.

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