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6735 Peachtree Ind. Blvd.  
Atlanta Ga, 30360.

STATE OF GEORGIA

COUNTY OF DEKALB

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W. SLEY

WRAPAROUND MORTGAGE OF REAL ESTATE

WHEREAS, I, PAUL M. JACKSON (hereinafter referred to as "Mortgagor"), am indebted to PAUL J. GRUBB, BEVERLY GRUBB, AND DORIS B. FRAZIER (hereinafter collectively referred to as "Mortgagee"), in the full and just sum of NINE HUNDRED SEVENTY EIGHT THOUSAND FOUR HUNDRED THIRTY SEVEN AND 44/100 DOLLARS (\$978,437.44), as evidenced by three Promissory Notes of even date herewith, the first of said notes in favor of Paul J. Grubb and Beverly Grubb ("Grubb Note"), the second of said notes in favor of Doris B. Frazier ("Frazier Note"), and the third of said notes in favor of Paul J.

Note"), each note to be repaid with interest at the rate or rates and upon the terms therein specified.

WHEREAS, said notes further provide that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days, or if there shall be any failure to comply with and abide with any stipulation set out in this mortgage, or if there be a default on the note held by the First Federal Savings & Loan Association of Greenville, South Carolina, or the note held by the Citizens and Southern National Bank of Greenville, South Carolina (such notes described more fully hereinafter) then the whole amount due hereunder shall, at the option of the holder hereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collateral given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

NOW, KNOW ALL MEN, that the Mortgagor, in consideration of said debt to secure the payment thereof and any further