

PAID \$ 35.00

BOOK 1370 PAGE 549

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
JUN 17 9 21 AM '75  
DONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

Whereas, Roy Lewis Kirksey and Sula Deloris Kirksey

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 Two Thousand Three Hundred Seventy-Six Dollars (\$ 2,376.00),  
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 further sum of One Dollar (\$1.00) 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, 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 piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 11, Williams Street, as shown on a plat of Whipporwill Hills, Section 1, prepared by R. B. Bruce, R.L.S., which plat is of record in the Office of the R.M.C. for Greenville County in Plat Book 4N at Page 20, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on Williams Street, at the joint front corner of Lots 10 and 11 and running thence N. 88-15 E. 224.5 feet to an iron pin at the joint rear corner of Lots 10 and 11; running thence N. 9-23 E. 180.1 feet to an iron pin; thence N. 47-55 W. 78.2 feet to an iron pin; running thence S. 61-29 W. 310.0 feet to an iron pin on Williams Street; thence along Williams Street S. 40-45 E. 117.4 feet to the point of beginning.

This mortgage is second to the mortgage executed by Henry C. Harding Builders, Inc. to Carolina Federal Savings and Loan Association of Greenville, dated May 11, 1973, and recorded in Mortgage Book 1277 at Page 571, said mortgage being assumed pursuant to an order of the Hon. James H. Price, Jr. on the 29th day of May, 1975, by which the Court authorized and directed the receiver for Henry C. Harding Builders, Inc. to convey the within described property subject to said mortgage.