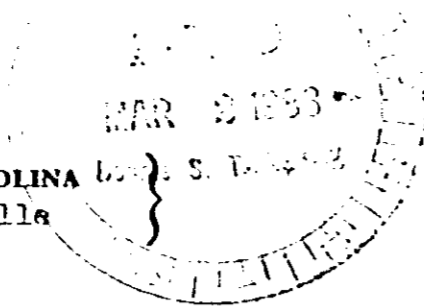


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, William C. Brooks and Mary R. Brooks

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jewell E. Brooks

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Ten Thousand and no/100-----

-----Dollars (\$ 10,000.00) due and payable
cash in full, \$10,000.00 plus interest on or before August 10, 1983

with interest thereon from Feb. 10, 1983 at the rate of $8\frac{1}{2}$ per centum per annum, to be paid: semi-annually

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) 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 and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

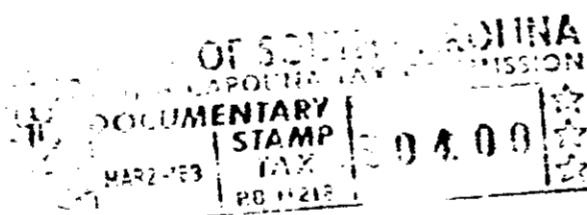
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the W/S of Ellen Street, town of Marietta, and having according to a plat and survey made by J. C. Hill, surveyor, August 28, 1959, revised January 20, 1960, February 6, 1960, the following courses and distances, to-wit:

BEGINNING on an iron pin on the W/S of Ellen Street, joint corners of this property and that of Aiken and running with the common line S. 25-50 W. 150 ft. to an iron pin; thence N. 58-31 W. 175 ft. to an iron pin; thence N. 25-50 E. 150 ft. to an iron pin on W/S of Ellen Street; thence with said Street 175 ft. to the point of beginning.

The above described lot may be subject to certain right-of-ways and easements of record.

This is the same property conveyed to William C. Brooks by deed of R. Mays Cleveland, et al and recorded in REC Office for Greenville County on the 27th day of April, 1960 in Book 649 at page 124.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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