

State of South Carolina,

County of Greenville

VOL 1838 PAGE 427

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, William M. Brooks

SEND GREETINGS:

WHEREAS, I the said William M. Brooks hereinafter called Mortgagor, in and by my certain Note or obligation bearing even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, hereinafter called Mortgagee, in the full and just principal sum of Eighty Thousand and no/100 Dollars (\$80,000.00), with interest thereon payable in advance from date hereof at the rate of 12.75 % per annum; the principal of said note together with interest being due and payable in (24)

Monthly

(Monthly, Quarterly, Semi-annual or Annual)

installments as follows:

Beginning on January 10, 1984, and on the same day of each Monthly period thereafter, the sum of One Thousand One Hundred Eighty Two and 72/100 Dollars (\$1,182.72) and the balance of said principal sum due and payable on the 10th day of December, 1985.

The aforesaid payments are to be applied first to interest at the rate stipulated above and the balance on account of unpaid principal. Provided, that upon the sale, assignment, transfer or assumption of this mortgage to or by a third party without the written consent of the Bank, the entire unpaid balance of the note secured by this mortgage, with accrued interest, shall become due and payable in full or may, at the Bank's option, be continued on such terms, conditions, and rates of interest as may be acceptable to the Bank.

Said note provides that past due principal and/or interest shall bear interest at the rate of _____% per annum, or if left blank, at the maximum legal rate in South Carolina, as reference being had to said note will more fully appear; default in any payment of either principal or interest to render the whole debt due at the option of the mortgagee or holder hereof. Forbearance to exercise this right with respect to any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure or breach. Both principal and interest are payable in lawful money of the United States of America, at

the office of the Mortgagee in Greenville, South Carolina, or at such other place as the holder hereof may from time to time designate in writing.

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said Note; and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents DO GRANT, bargain, sell and release unto the said Mortgagee the following described real estate, to-wit:

ALL that certain piece, parcel or tract of land situate, lying and being on the Southerly side of Stone Avenue in the City of Greenville, State of South Carolina, and being shown on a plat made by Dalton & Neves for the Estate of G. Taft Joseph, June, 1980, and having, according to said plat, the following metes and bounds:

BEGINNING at a spike on the Southerly side of the right of way on Stone Avenue below the Church Street overpass and running along the Southerly edge of the right of way of Stone Avenue North 49-01 West 37.0 feet to a nail and cap; thence South 36-39 West 7.5 feet to a nail and cap; thence continuing along the southerly edge of the right of way of Stone Avenue North 59-56 West 45.0 feet to a nail and cap at the intersection of Stone Avenue and Miller Street (now Column); thence along the easterly edge of the right of way of Miller Street South 20-19 West 265.3 feet to a spike; thence North 48-19 East 52.2 feet to a nail and cap; thence South 29-32 East 43.0 feet to an iron pin; thence North 39-37 East 188.2 feet to a spike, the point of BEGINNING, containing 0.462 acres, more or less.

ALSO: ALL the right, title and interest of Mortgagor, if any, in and to that certain .076-acre parcel adjoining the property described hereinabove and having, according to the foregoing plat, the following courses and distances:

BEGINNING at a spike along the easterly edge of the right of way of Miller Street, joint corner of the property described herein and the foregoing .462 acre parcel, and running thence along the easterly edge of the right of way of Miller Street South 26-04 West 87.6 feet to an iron pin; thence North 48-49 East 165.2 feet to an iron pin; thence North 89-32 West 43.0 feet to a nail and cap; thence South 48-19 West 52.2 feet to a spike, the point of BEGINNING.

The property is subject to any and all easements and rights of way for roads, utilities, drainage, etc. as may appear of record and/or on the premises and to any covenants, restrictions or zoning ordinances affecting such property as appear of record.

This is the same property conveyed to Mortgagor herein by deed recorded in the office of the R.M.C. for Greenville County, S.C., in Deed Book _____, at Page _____, said conveyance being dated November 17, 1983 and the Grantor therein be-