STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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WHEREAS, I, RUTH BOTZIS,

(hereinaster referred to as Mortgagor) is well and truly indebted unto BROOKS INVESTMENTS, a Partnership,

with interest thereon from

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date

at the rate of

per centum per annum, to be paid: at maturity

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagoe 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:

14%

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, in the City of Greenville, on the eastern side of Ridge Drive (now Byrd Boulevard) and being shown as Lots Nos. 204, 205, 206 and 207 on plat of Marshall Forest, made by Dalton & Neves, Engrs. October, 1928, recorded in the RMC Office for Greenville County in Plat Book H, at pages 133 and 134.

This being the same property conveyed to the Mortgagor herein by deed of Brooks Investments, a Partnership of even date and recorded simultaneously with this mortgage.

This is a second mortgage and is junior to one executed to Trac, Inc. recorded on July 6, 1979 in Mtg. Book 1472, page 692, RMC Office for Greenville County.

CANCLINA COMMENTARY TO 5. 0 5. 0 0 12

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 such 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 socied of the premises heireinabove described it ree 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 berein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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GREENVILLE OFFICE SUFFLY CO. INC.