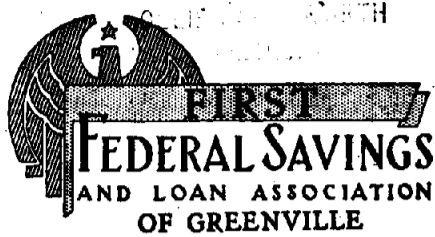


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BOOK 773 PAGE 177



State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

I, Donald E. Baltz of Greenville County

SEND GREETINGS:

WHEREAS, I/we the aforesaid mortgagor(s) in and by my/our certain promissory note, in writing, of even date with these presents am/are well and truly indebted to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF

GREENVILLE, in the full and just sum of Twelve Thousand and no/100 (\$ 12,000.00) Dollars (or for future advances which may be made hereunder at the option of said Association, which advances shall not exceed the maximum amount stated herein and shall be evidenced by a subsequent promissory note or notes se-

cured hereby), said note to be repaid with interest at the rate specified therein in installments of

Eighty Five and 98/100 (\$ 85.98) Dollars upon the first day of each and every calendar month hereafter in advance, until the full principal sum, with interest, has been paid, such monthly payments to be applied first to the payment of interest, computed monthly on the unpaid principal bal-

ances, and then to the payment of principal. The last payment on said note, if not paid earlier and if not subsequently extended, will be due and payable 20 years after date. The note further provides 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 failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note, shall, at the option of the holder, become immediately due and payable, and the holder may sue thereon and foreclose this mortgage; said note further providing for ten (10%) per centum attorney's fee beside all costs and expenses of collection, to be added to the amount due on said note, and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That I/we, the said mortgagor(s) in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, according to the terms of said note, and also in consideration of the further sum of Three Dollars to me/us the said mortgagor(s) in hand well and truly paid by the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, at and before the signing 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 FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township lying on the Northeastern side of Windemere Drive being known and designated as Lot No. 2 as shown on a revision of Lots Nos. 1, 2, 49 and 50 of a subdivision known as Cherokee Forest, Map 2 as shown on a plat thereof being recorded in the R. M. C. Office for Greenville County in Plat Book EE at Page 190 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeastern side of Windemere Drive joint front corner Lots Nos. 1 and 2 and running thence with the joint line of said lots, N. 40-15 E. 181.9 feet to an iron pin; thence N. 33-30 W. 74.4 feet to an iron pin, joint rear corner Lots Nos. 2 and 3; thence with the joint line of said lots, S. 48-15 W. 176.4 feet to an iron pin on the Northeastern side of Windemere Drive; thence with said Drive, S. 33-30 E. 100 feet to the point of beginning; being the same property conveyed to me by two deeds, one from Wilkins-Norwood and Company, Inc. by deed recorded in the R. M. C. Office for Greenville County in Deed Volume 603 at Page 453 and the other from Samuel M. Pringle by deed not yet recorded.

This mortgage is executed for the purpose of securing a promissory note in the sum of \$12,000.00 dated July 31, 1958. The mortgage executed on said date is being satisfied forthwith and this mortgage substituted therefore. The reason this mortgage is being substituted is due to the fact that the mortgage dated July 31, 1958 covered Lot No. 2 as shown on plat recorded in the R. M. C. Office for Greenville County in Plat Book EE at Page 191 when said mortgage should have covered Lot No. 2 as revised, being shown on plat recorded in the R. M. C. Office for Greenville County in Plat Book EE at Page 190.

REVISED 10-1-57 MITCHELL PRINTING CO.

PAID, SATISFIED AND CANCELLED
First Federal Savings and Loan Association
of Greenville, S. C.
Ray Davis
3-9-59
Witnesse
J. Ann Leaphart

SATISFIED AND CANCELLED OF RECORD
10 March 59
Ollie Jarosevich
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 12:40 P.M. FILE NO. 23255