



State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

We, James Franklin Leppard and Ben A. Leppard as Trustee for James Franklin Leppard, (hereinafter referred to as Mortgagor) SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

Seven Thousand and No/100-----(\$ 7,000.00) Dollars, as evidenced by Mortgagor's promissory note of even date herewith, said note to be repaid with interest at the rate

therein specified in installments of Fifty-Nine and 07/100----- (\$ 59.07) Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 15 years after date; and

WHEREAS, said 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 days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for such proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, within the corporate limits of the City of Greenville, being known and designated as Lot 74 of a subdivision known as Crescent Terrace according to a plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book E at page 137 and having such metes and bounds as are shown thereon. This property is on the east side of Capers Street and is also known as 123 Capers Street. This is the same property owned by Ella C. Leppard who died October 31, 1960 as is more fully shown in the Office of the Probate Court for Greenville County in Apartment 748, File 23. Under her will she devised her real estate to Senator Olin D. Johnston and W. E. Bowen, Attorney, as Trustees for her son, James Franklin Leppard; that said trustees declined to serve and that by Order of Judge J. H. Price, Jr., dated April 5, 1962 Ben A. Leppard was appointed trustee. A question has arisen as to whether the trustee has authority to mortgage the trust property so the beneficiary, James Franklin Leppard, has executed the within mortgage to resolve the question.

PAID, SATISFIED AND CANCELLED
First Federal Savings and Loan Association
of Greenville, S. C.

Virian W. Bolding
aut. Secty-Treas
June 29 1971
Witness: *Gail Briggman*
Patrick C. Fant

SATISFIED AND CANCELLED OF RECORD
30 DAY OF June 1971
Ollie Larned
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 4:57 O'CLOCK P. M. NO. 32076