

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

JOE E. HAWKINS ENTERPRISES, INC.

(hereinafter referred to as Mortgagee) SENDS GREETINGS.

WHEREAS, the Mortgagee is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the sum of Thirty-four thousand and no/100----- (\$ 34,000.00--)

Dollars as evidenced by Mortgagee's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provide for an escalation of interest rate under certain conditions) said note to be repaid with interest at the rate or rates there specified in installments of Two Hundred Seventy-five and 46/100----- \$ 275.46----- 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 balance, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 29 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 law 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 collateral given to secure same, for the purpose of collecting said principal, fee, and interest, with costs and expenses for proceedings, and

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

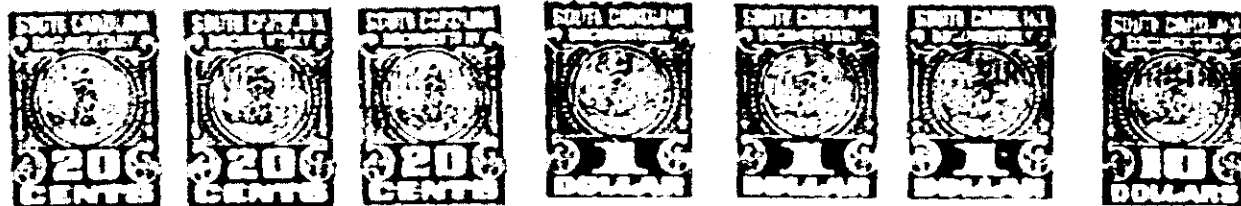
NOW KNOW ALL MEN, That the Mortgagee, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagee's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagee in hand well and truly paid by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

All that certain piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 53 on plat of Pine Brook Forest recorded in Plat Book 4X at page 48 and having the following courses and distances:

Beginning at an iron pin on Pinewood Drive at the joint front corner of Lots 52 and 43 and running thence S. 73-23 E. 130 feet to an iron pin at the rear corner of said lots and Lot 29; thence along the joint line of Lots 53 and 29, S. 11-10 E. 150.3 feet to an iron pin at the corner of Lots 29, 53 and 54; thence N. 78-21 E. 136.7 feet to an iron pin on Pinewood Drive; thence with said Drive, N. 16-35 W. 145 feet to the point of beginning.

5.13.60



9824

4328 RV.21