

GREENVILLE CO. S. C

12 3 53 PM '07

CONNIE S. TANNERSLEY
S.M.C.

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Travelers Rest Federal Savings & Loan Association

Travelers Rest, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

} ss:

**MORTGAGE OF REAL ESTATE
(ESCALATOR CLAUSE)**

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James Patrick Cunningham and Nelle Elizabeth K. Cunningham

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto TRAVELERS REST FEDERAL SAVINGS AND LOAN ASSOCIATION OF Travelers Rest, S. C., (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Thirty-Five Thousand and no/100-----

DOLLARS (\$ 35,000.00), with interest thereon from date at the rate of 8.5 per centum per annum, said principal and interest to be paid as therein stated, and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee 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 purpose, and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable.

August 1, 2007

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 hereby grant, bargain, sell and release unto the Mortgagee, its successors and assigns.

All that 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, containing 5.63 acres, on the eastern side of Cunningham Road, being shown and designated on plat of James Patrick Cunningham, dated May 11, 1977, prepared by W. R. Williams, Jr., RE & LS, recorded in Plat Book 6-E at Page 48, as follows:

BEGINNING at a spike in the center of Cunningham Road and running thence N. 6-37 W. 50 feet to a spike; thence N. 68-51 E. 480.1 feet to an iron pin; thence S. 79-25 E. 496.8 feet to an iron pin; thence N. 84-27 E. 175.4 feet to an old iron pin; thence S. 48-21 W. 498.9 feet to an old iron pin; thence N. 76-00 W. 754.7 feet to a spike in the center of Cunningham Road, the point of beginning.

ALSO: An easement appurtenant for the purposes of ingress and egress, 10 feet in width, over and along that certain existing roadway leading from Cunningham Road to the above described property, which roadway crosses other property owned by Joseph Ralph Cunningham and Mortgagors adjoining the above-described property on its northern side.

The above described property is subject to a personal easement to Kathryn C. Cunningham and Joseph Ralph Cunningham only for the use of water from the well presently existing on the Mortgagors' 5.63 acre tract which adjoins property of Kathryn C. Cunningham and Joseph Ralph Cunningham. This easement gives said parties the right to install the necessary plumbing apparatus and pipes on the land of the Mortgagors in order to use water from the subject well to said parties' adjoining property. This easement is not applicable or transferable and shall exist for only as long as Kathryn C. Cunningham and/or Joseph Ralph Cunningham own the adjoining property.

(OVER)

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