

FILED
GREENVILLE CO. S.C.
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State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

FRED J. COOK and FRANCES JOY COOK

(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

Fifty-Nine Thousand One Hundred Fifty and No/100 - - (\$ 59,150.00)

Dollars, as evidenced by Mortgagor'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 provides for an escalation of interest rate under certain conditions), said note to be repaid with interest as the rate or rates therein specified in installments of **Four Hundred**

Seventy-Five and 96/100 - - (\$ 475.96) 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 **30** 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 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, in Austin Township, on the West side of East Georgia Road, containing 5.03 acres, more or less, and designated as Tract No. 2 on plat prepared by C. O. Riddle, Surveyor, in August 1971, entitled "Property of Renzie L. Cooper, Greenville County, South Carolina", and having according to said plat the following courses and distances, to-wit:**

BEGINNING at a point in the center of said East Georgia Road, joint corner with Tract No. 1 and running thence with the joint line of said Tract No. 1, N. 55-05 W., crossing an iron pin in the Western edge of said Road 23.1 feet from said point, a total distance of 1060 feet to an iron pin in or near branch, Hughes line; thence N. 25-25 E. along said branch 191.8 feet to a point; thence N. 36-43 E. 15.5 feet to an iron pin, back joint corner with Tract No. 3, in or near branch on the Hughes line; thence with the joint line of said Lot or Tract No. 3, S. 55-05 E. 1078.7 feet, crossing an iron pin in the Western edge of said Road 21.7 feet before reaching a point in the center of said Road, joint front corner with said Lot or Tract No. 3 in said center of said Road; thence with the center of said Road, S. 30-10 W. 110 feet to a point; thence S. 32-54 W. 95 feet to the beginning point, and bounded by Tract 1 and 3, East Georgia Road and lands of J. C. Hughes across said branch.

Subject to easements, rights-of-way and restrictions of record, if any.

BEING the identical property conveyed to the Mortgagors herein by Deed of Richard M. Mayer and Norma M. Mayer dated and recorded even date herewith in the R.M.C. Office for Greenville County in Deed Book 1085 at Page 87.

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