

State of South Carolina

ED  
CO. S. C.

COUNTY OF GREENVILLE

APR 17 3 15 AM '82

DOWN TOWN  
M.C.

2100 First Atlanta Tower  
& Practice Bldg.  
Atlanta, Ga. 30323  
BOOK 1568 PAGE 759

To All Whom These Presents May Concern:

I, Franklin D. Cox,

hereinafter called

the Mortgagor(s), SEND GREETING:

WHEREAS, the said Mortgagor(s) in and by his certain promissory note in writing, of even date with these Presents, is well and truly indebted to Atlanta Postal Credit Union

hereinafter called Mortgagee, in the full and just sum of

FIVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 (\$5,750.00) DOLLARS,

to be paid as follows:

- (1) Twelve (12) monthly installments of \$80.00 each, beginning March 15, 1982, up to and including February 15, 1983.
- (2) Beginning March 15, 1983, said installments shall be made in the amount of \$185.00 each, with like payments on the fifteenth day of each month thereafter until paid in full.

with interest thereon from date hereof at the rate of 15 per centum per annum, to be computed and paid monthly in said installments

until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note should be placed in the hands of an attorney for suit or collection the Mortgagor(s) agrees to pay all costs and expenses including a reasonable amount as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That 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 Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor(s) paid by the said Mortgagee 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 Mortgagee,

Atlanta Postal Credit Union, its successors and assigns :

All that certain parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greer, on the West side of American Legion Road, being known and designated as Lot No. 26 on a plat of property entitled FOREST HILLS recorded in Plat Book VV at page 59, and having such metes and bounds as is thereby shown. According to said plat, said property fronts 116.9 feet on the West side of American Legion Road, with a depth on the South of approximately 210 feet, a depth on the North of approximately 240 feet, and with a rear width of 110 feet.

The above described property being identically the same conveyed to the mortgagor herein by deed of Kenneth L. Smith, et al., recorded March 17, 1964, in Deed Vol. 744, page 426.

This mortgage is subject and subordinate to:

- (1) Mortgage in favor of Greer Federal Savings and Loan Assn., recorded April 14, 1965, in Mortgage Volume 991, page 439, in the original amount of \$11,000.00.
- (2) Mortgage in favor of Commercial Credit Plan, Inc., recorded October 31, 1980, in Mortgage Volume 1523, page 80, in the original amount of \$10,300.00.
- (3) The parties hereto agree that a default in either of the foregoing mortgages shall also constitute a default in the within described mortgage and, at the option of the holder, the debt hereby secured shall become immediately due and payable.

The mortgagee herein, being a corporation operated for the benefit of its members, it is expressly agreed by and between the parties hereto that, in the event mortgagor herein sells, conveys or otherwise transfers title to the above described property or any interest therein, without the prior written consent of mortgagee, the entire unpaid balance of principal and interest, at the option of said mortgagee, shall become immediately due and payable.

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STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
DOCUMENTARY STAMP  
APR 17 1982  
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