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GREENVILLE CO. S. C.

MAY 28 3 46 PM '79

OLLIE FARNSWORTH
R. H. C.

BOOK 1156 PAGE 332



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

We, James Barney Hawkins and Jertie W. Hawkins, of Greenville County

(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

Thirty-Nine Thousand, Five Hundred and No/100----- (\$ 39,500.00) 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 Four Hundred Twenty-Seven and 57/100-- (\$ 427.57) 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 12 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, being known and designated as a portion of Tract No. 2 of Property of J. C. Hawkins Estate according to plat thereof dated November 7, 1938 prepared by H. S. Brockman, Surveyor, and recorded in the R. M. C. Office for Greenville County in Plat Book S at Page 29 and lying on the eastern side of U. S. Highway 25 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of U. S. Highway 25 (Old Buncombe Road) at the corner of Tracts Nos. 3 and 4 and running thence with the center of said U. S. Highway 25, S. 7-12 W. 1,150 feet to a point in the center of a bridge over Brock Creek; thence with the center of Brock Creek, the traverse line of which is N. 39-06 E. 163.5 feet to a point at the intersection of said creek and a branch; thence with the branch as the line, the traverse line of which is N. 12-00 E. 587 feet to a bend; thence continuing with the branch, the traverse line of which is N. 58-49 E. 116 feet to an iron pin; running thence N. 1-24 E. 232.5 feet to a stone; thence N. 37-05 E. 105 feet to a bend; thence N. 16-30 E. 100 feet to a bend; thence N. 8-10 E. 200 feet to a bend; thence N. 0-50 E. 200 feet to a stone; thence N. 0-30 E. 208 feet to a stone in the center of a road; thence with the center of the road, S. 89-30 W. 229 feet to the point of beginning; being all of the portion of Tract No. 2 lying on the eastern side of U. S. Highway 25; being the same conveyed to Jertie W. Hawkins by James Barney Hawkins by deed of even date to be recorded.

ALSO: All that piece, parcel, or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as a portion of Tract #2 of Property of J. C. Hawkins Estate according to a plat thereof dated November 7, 1938 and recorded in the R. M. C. Office for Greenville County in Plat Book S at Page 29 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Old Buncombe Road at the joint corner of Tracts 2 and 3 and running thence with the joint line of said tracts, N. 85-40 W. 843 feet to a stake and running thence S. 6-45 E. 790 feet to an iron pin; thence S. 45-00 E. 118 feet, more or less, to Brock Creek; thence along Brock Creek, the following courses and distances: N. 81-35 E. 285 feet, N. 47-52 E. 147 feet and N. 64-55 E. 193 feet to a point in the center of said Old Buncombe Road; thence with the center of said Old Buncombe Road 650 feet, more or less, to the point of beginning. LESS, HOWEVER, that portion of the above described property owned by the South Carolina State Highway Department for

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