

FILED
GREENVILLE CO. S. C.
AUG 9 10 11 AM '78
DONNIE S. TANKERSLEY
MORTGAGE

BOOK 1374 PAGE 743

First Mortgage on Real Estate

Fidelity Federal Savings &
Loan Association, Post Office
Box 1268, Greenville, S.C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, JENNINGS COOK (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of

TWELVE THOUSAND AND NO/100 ----- DOLLARS

(\$ 12,000.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is 5 years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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

"All that certain 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, at the northwestern corner of the intersection of Pelham Road with Queensway Drive, being shown and designated as Lot No. 2 on a plat of PELHAM ESTATES, Section 3, made by Piedmont Engineers & Architects dated February 11, 1965, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 4-G, page 13, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Pelham Road at the joint front corners of Lots Nos. 1 and 2, and running thence with the common line of said lots, N. 7-33 W., 200 feet to an iron pin; thence N. 68-37 E., 279.4 feet to an iron pin on Queensway Drive; thence with the western side of Queensway Drive, S. 2-32 E., 113 feet to an iron pin; thence continuing along said drive, S. 0-20 W., 130.8 feet to an iron pin; thence with the curve of the intersection of Queensway Drive with Pelham Road the chord of which is S. 41-32 W., 37.7 feet to an iron pin; thence along the northern side of Pelham Road, S. 82-27 W., 215 feet to the point of BEGINNING.

The above property is the same conveyed to Jennings Cook by deed of Grace S. Cook recorded in Deed Book 969, page 251, on January 4, 1973.

The within mortgage is of equal rank and priority to that certain note and mortgage given by Grace S. Cook to Fidelity Federal Savings and Loan Association recorded in the R. M. C. Office for Greenville County, S. C. in Mortgage Book 1213, page 229, on November 12, 1971, in the original sum of \$50,400.00, and a default in the terms and conditions of said \$50,400.00 note and mortgage shall constitute a default in the terms and conditions of the within note and mortgage, or a default in the terms and conditions of the within note and mortgage shall constitute a default in the terms and conditions of said \$50,400.00 note and mortgage.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

(CONTINUED ON NEXT PAGE)

0745

4328 RV-2