

GREENVILLE  
JUL 2 12 42 PM '84  
HENSLEY

1570 416

# MORTGAGE

THIS MORTGAGE is made this 8th day of June, 1984, between the Mortgagor, Bertha P. Cook and Roy Lee Cook, Jr. and Elizabeth Ann Cook, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eleven Thousand Four Hundred Fourteen and 34/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 8, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on \_\_\_\_\_;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina.

ALL that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, within the corporate limits of the City of Greenville, being known and designated as Lot #2 of a subdivision known as Hutton Court as shown on plat thereof being recorded in the RMC Office for Greenville County in Plat Book NN, at Page 101 and having, according to a more recent survey prepared for Roy Lee Cook and Bertha P. Cook by R. B. Bruce, R.L.S., dated March 25, 1964, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Eisenhower Drive (sometimes spelled Eisenhowser Drive), and sometimes known as Pearce Avenue, joint front corner Lots 2 and 3, which point lies S. 73-39 W., 81 feet from the intersection of Eisenhower Drive and Hutton Court, and running thence with the northern side of Eisenhower Drive, S. 73-39 W., 65 feet to an iron pin, joint front corner of Lots 1 and 2; thence with the joint line of said Lots, N. 16-21 W., 150 fet to an iron pin in the line of Lot 4; thence with the line of Lot 4 N. 73-39 E., 65 feet to an iron pin, joint rear corner of Lots 2 and 3; thence with the joint line of said lots, S. 16-21 E., 150 feet to the beginning.

This being the identical property conveyed to Roy Lee Cook and Bertha P. Cook by deed of J. P. Medlock dated and recorded March 27, 1964 in deed book 745 at page 297; Roy Lee Cook conveyed his undivided 1/2 interest to Roy Lee Cook, Jr. and Elizabeth Ann Cook by deed dated November 30, 1981 and recorded February 10, 1982 in the RMC Office for Greenville County in Deed Book 1162 at page 275.

This is a Second Mortgage and is Junior in Lien to that Mortgage executed by Roy Lee Cook and Bertha P. Cook to Cameron-Brown Co. of Greenville, S.C., which is recorded in the RMC

which has the address of 115 Eisenhower Drive Greenville Office for Greenville County on March 27, 1964  
(Street) (City)

South Carolina 29607 (herein "Property Address");  
(State and Zip Code)

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

STATE OF SOUTH CAROLINA  
DOCUMENTARY TAX COMMISSION  
JUL 2 1984  
STAMP  
TAX  
\$ 03.45

2 JUL 02 1984 1422

4.0000

1570 416