MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Wilbur R. Cooke, Jr. and Barbara M. Cooke , .

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mauldin Construction Co.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the forms of which are incorporated herein by reference, in the sum of

Fifteen Dollars (\$15.00) due and payable beginning on the 1st day of July, 1963, and Fifteen dollars (\$15.00) on the 1st day of each and every succeeding month thereafter until paid in full; said payments to be applied first to interest and then to the principal balance remaining due from month to month.

with interest thereon from date at the rate of Six (6%) per centum per annum, to be paid: ! Monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment the eof, 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 Mortgages 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 assions:

"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, on the southern side of Berkley Avenue, near the City of Greenville, being Lot No. 7 and a portion of Lot No. 6 as shown on a plat of Property of S. L. Styles recorded in Plat Book K, at Page 4, and according to a survey prepared by R. W. Dalton in May 1950 is described as follows:

BEGINNING at a stake on the southern side of Berkley Avenue 385.1 feet west from Franklin Road, and running thence S. 34-13 E. 146.9 feet to a stake in line of Lot No.1; thence with the line of said lot, S. 28-11 W. 10 feet to a stake; thence N. 57-02 W. 50 feet to a stake at the original corner of Lots 6 and 7; thence S. 32-58 w. 65 feet to a stake; thence N. 24-13 W. 146 feet to a Stake on Berkley Avenue; thence with the southern side of Berkley Avenue N. 65-47 E. 69.5 feet to the beginning corner; being the same property conveyed to the Mortgagor by the Mortgagee by deed of even date, to be recorded herewith.

This is a second mortgage and is junior in lien to that mortgage executed in favor of C. Douglas Wilson & Co. in the original sum of \$8,200.00, recorded in the R. M. C. Office for Greenville County in Mortgage Book 726, at Page 281, on which there is a balance due of \$7,165.21 as of this date.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, and including all heating, plumbing, and lighting 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.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all ilens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgages forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

Paid and satisfied Date Mouldin Construction Co. By July Marthin Pres.