REGULATION NO. 22 COMPLIED WILL

FIRST FILED
FEDERAL SAVINGS

FILED
FOR STOCKET OF THE PROPERTY OF GREENVILLE

FILED

DORNIE S. TANKERSLEY R.M.C.

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

THOMAS A. HICKS and ERMA G. HICKS

.(hereinaster 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 FIVE THOUSAND ONE HUNDRED FIFTY and no/100-----(\$ 35,150.00_)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain

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 proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagoe 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 Mortgagor 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 Mortgagoe 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 Mortgagoe, 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, near the City of Greenville, at the Southeastern corner of the intersection of Jamestown Drive and St. Augustine Drive, being known as Lot No. 41 as shown on Plat entitled "Pelham Estates", dated July 1966, prepared by C. O. Riddle, R. S., recorded in the RMC Office for Greenville County, South Carolina in Plat Book PPP, Pages 28 and 29 and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Jamestown Drive and running thence S. 36-17 W., 175 feet to an iron pin on the Southern side of Jamestown Drive at the joint corner of Lots Nos. 41 and 42; thence with the line of Lot No. 42, S. 58-43 E., 200 feet to an iron pin at the joint rear corner of Lots Nos. 40, 41, 42 and 43; thence with the line of Lot No. 40, N. 31-17 E., 200 feet to an iron pin on the Southern side of St. Augustine Drive, joint front corner of Lots Nos. 40 and 41; thence with the Southern side of St. Augustine Drive, the following courses and distances: N. 58-43 W., 175 feet; S. 76-17 W., 35.4 feet to the point of beginning.