FILED
GREENVILLE CO. S. C.
Oct 26 1 41 PM '73
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1293 PAGE 839

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE

State of South Carolina
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Joe E. Hawkins Enterprises, Inc.

(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

Twenty-Four Thousand Nine Hundred and No/100---------- ($ 24,900.00--)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does include a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid 12 months from the date hereof; 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 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 shown as Lot No. 23 on plat of Oakland Terrace Subdivision as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book BB, at Page 196, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at a point on the edge of Zelma Drive, joint front corner of Lots Nos. 22 and 23, and running thence with said Drive, S. 29-21 W. 55 feet; thence still with said Drive, S. 34-06 W. 55 feet to a point; thence leaving Zelma Drive and running, N. 53-23 W. 173.5 feet to a point; thence, N. 29-05 E. 84 feet to a point, joint rear corner of Lots Nos. 23 and 22; thence with the common line of said lots, S. 67-09 E. 178 feet to a point on the edge of Zelma Drive, the point of beginning.

4328 RV.2