GREENVILLE CO. S. C.

Jan 28 3 45 PH '76

DONNIE S. TANKERSLEY
R. H. C.



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:

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WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND TOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of Thirty-Tive Triousand

Two Hundred and no/100----- (\$35,200.00 -)

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

conditions), said note to be repaid with interest as the rate or rates therein specified in installments of TWO Hundred Eighty=

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and impaid 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 Mortzagee, 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 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 Mortgagor at and before the scaling of these presents, the receipt whereof is hereby acknowledged, his 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

All that certain piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 90 on plat of Pine Brook Forest, Section 1, recorded in Plat Book 4X at page 48 and having the following courses and distances:

BEGINNING at an iron pin on White Oak Drive at the joint front comer of Lots 90 and 91 and running thence along the joint line of said lots, S. 16-35 E. 150 feet to an iron pin; thence along the rear line of Lot 90, N. 75-23 E. 125 feet to an iron pin; thence along the joint line of Lots 89 and 90, N. 16-35 W. 150 feet to an iron pin on White Oak Drive; thence with said Drive, S. 73-25 W. 125 feet to the point of beginning.











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