STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OLLIE FARNSWORD ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Gene A. Cook and Faye S. Cook

(hereinafter referred to as Mortgagor) is well and truly indebted un to Frank S. Leake, Jr.

One Hundred Twenty (120) days,

with interest thereon from date at the rate of Eight per centum per annum, to be paid: at maturity

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 thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

"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, near the Town of Simpsonville, being known and designated as Lot 28 on a Plat of Section 2, Lakeview Terrace, recorded in Plat Book 4-F, Page 24, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northerly side of Basel Avenue, joint front corner of lots 27 and 28 and running thence along the edge of Basel Avenue, S. 78-02 W., 140 ft.; thence with the curve of the intersection of Basel Avenue and Roebuck Street (the chord being N. 51-14 W., 31.7 ft.) to an iron pin on the Easterly edge of Roebuck Street; thence along the edge of said Roebuck Street, N. 0-30 W., 128.2 ft. to an iron pin at the joint front corner of lots 28 and 29; thence N. 89-30 E., 137.3 ft. to an iron pin; thence along the line of lot 27, S. 11-58 E., 122.8 ft. to the point of beginning.

This is the same property conveyed to the mortgagor by deed of Frank S. Leake, Jr., to be recorded of even date herewith.

It is understood and agreed that this mortgage is second and junior in lien to the mortgage this date given to First Federal Savings & Loan Association of Mauldin, S. C.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appartaining, 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 liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

Paid in full 1/7/71.

F. S. Leake & N.

Dame as Frank S. Leake & N.

SATISFIND AND CARCELLED OF RECORD

Witness Bert T. Swell

Mary S. Garrett

Ollie Farnsworth

R. N. C. W. M. NO. 17348

A PROPERTY.