

FILED GREENVILLE CO. S. C.

NOV 17 4 24 PM 1954



State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF Greenville

To All Whom These Presents May Concern:

Fitzpatrick Construction, Inc., a corporation with its principal place of business in Greenville, S. C. SEND GREETINGS:

WHEREAS, I/we the aforesaid mortgagor(s) in and by my/our certain promissory note, in writing, of even date with these presents am/are well and truly indebted to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF GREENVILLE, in the full and just sum of Seven Thousand, Three Hundred and No/100 (\$ 7,300.00) Dollars, with interest at the rate specified in said note, to be repaid in installments of Seventy-Three and No/100 (\$ 73.00)

Dollars upon the first day of each and every calendar month hereafter in advance, until the full principal sum, with interest has been paid, said monthly payments shall be applied first to the payment of interest, computed monthly on the unpaid balance, and then to the payment of principal; said note further providing 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 (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note, shall, at the option of the holder thereof, become immediately due and payable, who may sue thereon and foreclose this mortgage; said note further providing for ten (10%) per centum attorney's fee beside all costs and expenses of collection, to be added to the amount due on said note, and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That I/we, the said mortgagor(s) in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, according to the terms of said note, and also in consideration of the further sum of Three Dollars to me/us the said mortgagor(s) in hand well and truly paid by the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, at and before the signing of these presents (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Greenville Township, being known and designated as Lot No. 101, according to plat of Belle Meade, made by Piedmont Engineering Service and dated June, 1954, recorded in the R. M. C. office for Greenville County, S. C., in Plat Book GG, page 67, and, according to said plat, having the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the west side of York Circle, said iron pin being the joint front corner of Lots Nos. 101 and 102, and running thence along the line of Lot No. 102, S. 70-18 W. 159.5 feet to an iron pin; thence N. 11-49 W. 80.7 feet to an iron pin, joint rear corner of Lots Nos. 100 and 101; thence along the line of Lot No. 100, N. 70-18 E. 148.6 feet to an iron pin on the west side of York Circle; thence along the west side of York Circle, S. 19-42 E. 80 feet to the point of beginning, including the plumbing, electrical and heating fixtures now located on said premises, or to be installed thereon, which are hereby expressly agreed to be a part of the realty. Being the same lot of land conveyed to mortgagor corporation by Derby Heights, Inc. by deed dated November 15, 1954, not yet recorded."