

OCT 26 12 03 PM 1959

BOOK 806 PAGE 599



State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

I, W. Frank Durham, of Greenville County,

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 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 Eleven Thousand, Four Hundred and / (\$ 11,400.00 ) Dollars (or for future advances which may be made hereunder at the option of said Association, which advances shall not exceed the maximum amount stated herein and shall be evidenced by a subsequent promissory note or notes secured hereby), said note to be repaid with interest at the rate specified therein in installments of Eighty-Nine and 68/100 - - - - - (\$ 89.68 ) Dollars upon the first day of each and every calendar month hereafter in advance, until the full principal sum, with interest, has been paid, such monthly payments to be applied first to the payment of interest, computed monthly on the unpaid principal balances, and then to the payment of principal. The last payment on said note, if not paid earlier and if not subsequently extended, will be due and payable 18 years after date. The 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 (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, become immediately due and payable, and the holder 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.

GREENVILLE, in the full and just sum of Eleven Thousand, Four Hundred and / (\$ 11,400.00 ) Dollars (or for future advances which may be made hereunder at the option of said Association, which advances shall not exceed the maximum amount stated herein and shall be evidenced by a subsequent promissory note or notes secured hereby), said note to be repaid with interest at the rate specified therein in installments of Eighty-Nine and 68/100 - - - - - (\$ 89.68 ) Dollars upon the first day of each and every calendar month hereafter in advance, until the full principal sum, with interest, has been paid, such monthly payments to be applied first to the payment of interest, computed monthly on the unpaid principal balances, and then to the payment of principal. The last payment on said note, if not paid earlier and if not subsequently extended, will be due and payable 18 years after date. The 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 (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, become immediately due and payable, and the holder 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.

secured hereby), said note to be repaid with interest at the rate specified therein in installments of Eighty-Nine and 68/100 - - - - - (\$ 89.68 ) Dollars upon the first day of each and every calendar month hereafter in advance, until the full principal sum, with interest, has been paid, such monthly payments to be applied first to the payment of interest, computed monthly on the unpaid principal balances, and then to the payment of principal. The last payment on said note, if not paid earlier and if not subsequently extended, will be due and payable 18 years after date. The 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 (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, become immediately due and payable, and the holder 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.

extended, will be due and payable 18 years after date. The 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 (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, become immediately due and payable, and the holder 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, Butler Township, being known and designated as Lot No. 36 according to a subdivision known as McSwain Gardens according to a plat thereof recorded in the R. M. C. office for Greenville County in Plat Book GG, page 75, and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at a point on the northwestern side of Mimosa Drive, joint front corner of Lots Nos. 36 and 37, and running thence along the joint line of said lots, N. 26-20 W. 163.3 feet to a point, the joint rear corner of Lots 36 and 37; and running thence along the lines of Lots 38 and 35, S. 64-19 W. 119 feet to a point on the north-east side of Astor Street, joint front corner of Lots 35 and 36; and running thence along the northeast side of Astor Street, S. 25-41 E. 163.4 feet to a point; thence with the curvature of the northeastern intersection of Astor Street and Mimosa Drive, the chord of which is S. 80-30 E. 26.4 feet to a point; and running thence with the northwestern side of Mimosa Drive, N. 55-04 E. 97.5 feet to the point of beginning; being the same conveyed to me by William R. Timmons, Jr. by deed dated July 24, 1959 and recorded in the R. M. C. office for Greenville County in Deed Vol. 630, at page 448."

REVISED 10-1-57  
MITCHELL PRINTING CO.

RECORDED AND INDEXED  
of Greenville  
ATTEST AND CERTIFY  
NOTARY  
OCT 26 1959