

State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE _____

To All Whom These Presents May Concern:
Berry's, Inc., a South Carolina 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 GREEN-

VILLE, in the full and just sum of Sixteen Thousand and No/100 - - - - - (\$ 16,000.00), Dollars (or for luture 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 se-

cured hereby), said note to be repaid with interest at the rate specified therein in installments of

One Hundred Thirty-Five and 02/100 - - (\$ 135.02) 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 . 15 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

extended, will be due and payable 15 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 SAVINGB 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 the City of Greenville, on the northwest side of Wade Hampton Boulevard (also known as U. S. No. 29 or Greenville-Spartanburg Super Highway), being shown on a plat of the property known as Vista Hills recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book P, at page 149, and having the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the northwestern edge of Wade Hampton Boulevard at the eastern front corner of Lot No. 77 of Vista Hills Subdivision and running thence N. 37-01 W. 220 feet to an iron pin; thence N. 52-43 E. 30 feet to an iron pin; thence along the end of the 20-foot alley, S. 37-01 E. 20 feet to an iron pin; thence along the southeastern edge of said 20-foot alley, N. 52-43 E. 52 feet to an iron pin; thence S. 37-01 E. 179.2 feet to an iron pin on the northwestern edge of Wade Hampton Boulevard; thence along Wade Hampton Boulevard, S. 51-41 W. 16 feet to an iron pin; thence continuing along Wade Hampton Boulevard, S. 52-43 W. 58.9 feet to an iron pin; thence S. 37-01 E. 20 feet to an iron pin; thence still along said highway, S. 52-43 W. 7.1 feet to the beginning corner; less, however, the southwestern 20 feet of said lot which was conveyed by the mortgagor to Edward L. Groff, et al. by deed recorded in the R. M. C. Office for Greenville County in Deed Vol. 691, page 83. The property included in this mortgage has a frontage on Wade Hampton Boulevard of 62 feet and runs back a distance of 179.2 feet on the northeast side line."

The above described lot is a portion of the property conveyed to the mortgagor by Leroy's, Inc., et al. by deed dated January 30, 1961 and recorded in the R. M. C. Office for Greenville County in Deed Vol. 667, page 293.

ALSO, all right, title and interest of the mortgagor in and to so much of Wade Hampton Boulevard abutting the above described premises as is north of the center line of said KNOKKKEN highway.

PAID, SATISFIED AND CANCELLED First Federal Savings and Loan Association of Greenville, S. C.

C. C. Rislay De and Nice President

Witness Linda C. Kaight

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