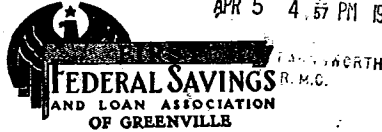


APR 5 4 57 PM 1963



State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

Mauldin Construction Co., a South Carolina corporation with its principal place of business in Greenville, S. C.,

SEND GREETINGS: dated July 13, 1962

WHEREAS, I/we the aforesaid mortgagor(s) in and by my/our certain promissory note, in writing, ~~dated July 13, 1962~~ ~~made~~ ~~for~~ ~~me~~ ~~are~~ ~~well~~ ~~and~~ ~~truly~~ ~~indebted~~ ~~to~~ ~~FIRST~~ ~~FEDERAL~~ ~~SAVINGS~~ ~~&~~ ~~LOAN~~ ~~ASSOCIATION~~ ~~OF~~ ~~GREEN-~~

VILLE, in the full and just sum of Twelve Thousand, Five Hundred and no/100- (\$12,500.00.) 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 se-

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

Ninety-Four and 78/100-----(\$ 94.78) 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.

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, within the corporate limits of the City of Greenville, being known and designated as Lot No. 16 of a subdivision known as Swanson Court as shown on a plat thereof prepared by C. C. Jones, November 1, 1962, and recorded in the R. M. C. Office for Greenville County in Plat Book YY, at Page 91, and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the northern side of Swanson Court, joint front corner of Lots Nos. 15 and 16, and running thence along the northern side of Swanson Court, N. 49-00 W. 35.7 feet to an iron pin; thence continuing along the northern side of Swanson Court, following the curvature thereof, the chord being N. 53-45 W. 53 feet, to an iron pin at the joint front corner of Lots Nos. 16 and 17; thence along the joint line of said lots, following the center of a 10-foot drainage easement, N. 36-25 E. 130.8 feet to an iron pin on the bank of Richland Creek; thence continuing along the same course, N. 36-25 E. 15 feet, more or less, to a point in the center of said creek, the joint rear corner of said lots; thence along the center of said creek, a traverse line being S. 57-20 E. 102.6 feet, to a point in the center of said creek, joint rear corner of Lots Nos. 15 and 16; thence along the joint line of said lots, S. 47-10 W. 15 feet, more or less, to an iron pin on the bank of said creek; thence continuing along the same course, S. 47-10 W. 140.7 feet to the beginning corner."

It is understood and agreed that this mortgage secures a promissory note in the original sum of \$ 12,500.00 which was executed by the mortgagor herein to the mortgagee herein on July 13, 1962. Said note was originally secured by a mortgage, recorded in the R. M. C. Office for Greenville County in Mortgage Book 895, at Page 553, which covered Lot No. 17 as shown on an earlier plat of Swanson Court recorded in the R. M. C. Office for Greenville County in Plat Book YY, at Page 73. This mortgage is intended ~~only~~ ~~to~~ ~~substitute~~ ~~Lot~~ ~~No.~~ ~~16~~ ~~on~~ ~~the~~ ~~new~~ ~~plat~~ ~~of~~ ~~Swanson~~ ~~Court,~~ ~~recorded~~ ~~in~~ ~~Plat~~ ~~Book~~ ~~YY,~~ ~~at~~ ~~Page~~ ~~91,~~ ~~as~~ ~~security~~ ~~for~~ ~~said~~ ~~note~~ ~~in~~ ~~lieu~~ ~~of~~ ~~Lot~~ ~~No.~~ ~~17~~ ~~as~~ ~~shown~~ ~~on~~ ~~the~~ ~~plat~~ ~~recorded~~ ~~in~~ ~~Plat~~ ~~Book~~ ~~YY,~~ ~~at~~ ~~Page~~ ~~73,~~ ~~and~~ ~~is~~ ~~not~~ ~~intended~~ ~~to~~ ~~alter,~~ ~~in~~ ~~any~~ ~~other~~ ~~manner,~~ ~~the~~ ~~indebtedness~~ ~~which~~ ~~is~~ ~~evidenced~~ ~~by~~ ~~said~~ ~~note.~~

RECORDED

H. Ray Davis
Sept 3 1963
Allice M. Maloney

W151668

5th Sept 63
Ollie Farnsworth
4:32 P.M. 7105