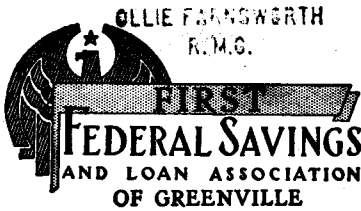


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BOOK 1079 PAGE 403



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

WILLIAMSBURG MANOR, INC., Greenville, South Carolina, a South Carolina corporation

(hereinafter referred to as Mortgagor) SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of Thirty

Eight Thousand, Nine Hundred, Fifty and No/100-----\$ 38,950.00, Dollars, as evidenced by Mortgagor's promissory note of even date herewith, said note to be repaid with interest at the rate

therein specified in installments of Three Hundred, One and 99/100-----\$ 301.99----- Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 20 years after date; and

WHEREAS, said 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 days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for such proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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 Mortgagee, its successors and assigns, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

All that certain piece, parcel or lot of land situate, lying and being on the Northern side of Edwards Road near the City of Greenville, being a portion of Tract No. 8 per plat of property of L. L. Richbourg, prepared by Dalton & Neves, Engineers, dated October, 1944, and recorded in the R.M.C. Office for Greenville County in Plat Book R at page 65 and being known and designated as Parcel No. 29 as shown on a plat of property of Williamsburg Manor, Inc., prepared by Webb Surveying & Mapping Co. dated December, 1965 as revised December, 1967, and having according to said revised plat the following metes and bounds:

BEGINNING at an iron pin at joint front corner of Parcels 28 and 29 on the northerly side of a stream and running thence along the joint line of the said lots N. 11-49 W. 90 feet to an iron pin at joint rear corner of the said lots; thence N. 78-40 E. 145 feet to an iron pin; thence S. 19-30 E. 90.9 feet to an iron pin; thence S. 78-40 W. 157.9 feet to an iron pin at joint front corner of Parcels 28 and 29, the point of beginning.

ALSO: The right to use, for purposes of ingress, egress and parking, all adjacent private drives of the mortgagor.

In addition to and together with the monthly payments of principal and interest under the terms of the note secured hereby, the mortgagor promises to pay to the mortgagee the sum of 1/48th of 1% of the original amount of this loan in payment of the mortgage guaranty insurance covering this loan and on his failure to pay it, the mortgagee may advance it for the mortgagor's account and collect it as a part of the debt secured by the mortgage.

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

[Signature]
Vice President

SIGNED AND CANCELLED BY
DAY OF
R. M. C. FOR GREENVILLE COUNTY S. C.
AT
O'clock