

GREENVILLE CO. S. C.

OCT 13 3 34 PM '70

OLLIE FARNSWORTH

BOOK 1169 PAGE 580



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

I, B. Jack Foster, of Greenville County

(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

Eighty-Five Thousand and No/100-----(\$ 85,000.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note contains a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid with interest as the rate or rates therein specified in installments of

Nine Hundred Thirteen and 43/100-----(\$ 913.43) 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 15 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 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, within the corporate limits of the City of Greenville, being known and designated as Lot No. 60 and a portion of Lot 59, Block D of a subdivision entitled "Map of East Park, Part of Boyce Addition", which plat is recorded in the R. M. C. Office for Greenville County in Plat Book A at Page 383. Said tract fronts approximately 132 feet on Laurens Road which is its northeast boundary; 186 feet, more or less, on East Washington Street which is its northwest boundary; approximately 203.6 feet on Haviland Avenue which is its southeastern boundary; and its southwest boundary is the southwest line of Lot No. 60 and a northwest projection thereof through Lot 59 to East Washington Street, the distance along said line is approximately 209.4 feet. This property is further identified on the County Tax Maps at Sheet 48, Block 7, Lot 30 and is the same property conveyed to the mortgagor by Union Oil Company of California by deed dated April 1, 1969 and recorded in the R. M. C. Office for Greenville County in Deed Vol. 866 at Page 311.

1.1. The Mortgagee herein, by the acceptance and recording of this mortgage, does hereby release from the lien of the within mortgage that triangular portion (approximately 19 feet by 44 feet by 48 feet) of the land on which is situate Building "B" as shown on unrecorded plat of Bell Plaza Shopping Center, dated April 6, 1970, drawn by Terry Page and filed at the Main Office of the Mortgagee herein; and the Mortgagor herein, by the execution of the within mortgage, does hereby agree that said triangular portion referred to herein shall and the same is hereby placed under the lien of the mortgage given by the Mortgagor herein to Fidelity Federal Savings and Loan Association of Greenville, S. C., which mortgage is in the original sum of \$ 95,000.00 and is recorded in the R. M. C. Office for Greenville County in Mortgage Book 1065, at Page 533.

(See Paragraph 1.2 found on Page 4 of this mortgage)

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SATISFIED AND CANCELLED OF RECORD

2 DAY OF Nov 1971
Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 2:44 O'CLOCK P.M. NO. 12625

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 3 PAGE 358