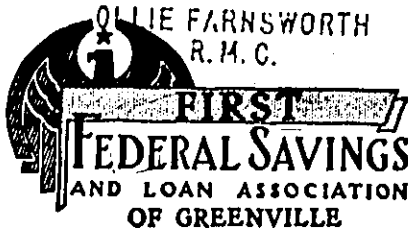


GREENVILLE, CO. S. C.

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OLLIE FARNSWORTH
R. M. C.



State of South Carolina

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

W. C. BALENTINE AND DAVID W. BALENTINE

(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 One Million One Hundred Twenty Thousand and No/100----- (\$ 1,120,000.00-----)

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 Ten Thousand Seventy-Six and 92/100----- (\$ 10,076.92-----) 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 twenty(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 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, on the southerly side of East North Street Extension, and being shown and designated as a ten (10) acre tract on plat entitled "Property of Hilda H. Granger, Trustee", prepared by Webb Surveying & Mapping Co., July, 1965 and revised February, 1969 and November, 1970, and having, according to said revised plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southerly side of East North Street Extension, and running thence S. 1-50 W. 939 feet to an iron pin; running thence N. 74-45 W. 547.5 feet to an iron pin; running thence N. 1-49 E. 716 feet to an iron pin on the southerly side of East North Street Extension; running thence with the southerly side of East North Street Extension, N. 85-18 E. 321.6 feet to an iron pin; thence continuing with the southerly side of East North Street Extension, N. 74-14 E. 221.5 feet to the point of BEGINNING.

The within is the identical property conveyed to the mortgagors by deed of Hilda H. Granger, as Substitute Trustee under Declaration of Trust of W. R. Hale.

Prepayments on the loan are closed for the first two (2) years. Thereafter, for the privilege of prepayment during the third (3rd) year term of the mortgage and through the tenth (10th) year, a charge in the amount of three (3%) per cent will be made on the amount of such prepayment. Thereafter, for the privilege of prepayment for the remaining ten (10) year term of the mortgage, a charge in the amount of two (2%) per cent will be made on the amount of such prepayment.