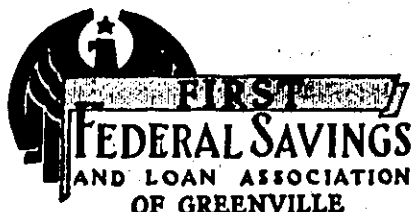


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GREENVILLE CO. S. C.
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BOOK 1213 PAGE 536



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Dera R. Conway and James M. Conway III

(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 ----- (\$85,000.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not have 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 Seven Hundred

Ninety-two and 32/100 ----- (\$ 792.32) 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 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:

TRACT No. 1. All that lot of land in Butler Township, Greenville County, South Carolina, being a major portion of lot No. 61 on plat of property of Marsmen recorded in Plat Book P at page 5, described as follows:

BEGINNING at an iron pin on the eastern side of South Carolina Highway No. 291, joint corner of lot of grantor and lot recently conveyed to Lowndes Hill Realty Company, and running thence with the eastern side of S. C. Highway # 291 S. 9-12 E. 135.9 feet to an iron pin; thence S. 80-48 W. 70 feet to an iron pin on the eastern side of S. C. Highway # 291; thence still with the eastern side of S. C. Highway No. 291 S. 9-12 E. 313 feet to an iron pin, corner of Lot No. 42; thence with the line of lot No. 42 S. 87-0 E. 887 feet more or less to an iron pin on property now or formerly of Glover; thence with the line of Glover property N. 11-05 W. 505.9 feet to an iron pin, corner of lot No. 51; thence with the line of lots 51 and 52 N. 82-37 W. 408 feet to an iron pin; thence still with the line of lot No. 52 S. 41-25 W. 100 feet to an iron pin; thence with the rear line of lot 52 N. 78-30 W. 57.2 feet to an iron pin; thence a new line along boundary of property of Lowndes Hill Realty Company N. 86-31 W. 264.8 feet to an iron pin on the eastern side of S. C. Highway # 291, the point of beginning.

TRACT No. 2. All that piece, parcel or lot of land lying on the eastern side of Azalea Court in the City and County of Greenville, known and designated as the southern portion of lot No. 19 on a plat of revised portion of North Gardens, Section 2, recorded in Plat Book EE at page 104 and having the following metes and bounds, to-wit: