

7:55 P.M.
FILED

MUTUAL SAVINGS AND LOAN ASSOCIATION

of CHARLOTTE, NORTH CAROLINA

FILED
GREENVILLE CO. S. C.
JAN 3 10 11 AM '73

BOOK 1262 PAGE 288

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

MORTGAGE OF REAL ESTATE

I, Ben Stern, of Columbia, South Carolina, (hereinafter referred to as Mortgagor)
(SEND (S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto MUTUAL SAVINGS AND LOAN ASSOCIATION OF CHARLOTTE, NORTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of Fifty Thousand and No/100

----- (\$ 50,000.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, said note to be repaid with interest as the rate or rates therein specified in installments of Four

Hundred Nineteen and No/100----- (\$ 419.00)

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, situate, lying and being in Greenville County, South Carolina, near the intersection of U. S. 276 and West Georgia Road, near Simpsonville, South Carolina, and having, according to a plat prepared by Campbell & Clarkson, Surveyors, Inc., entitled "Property of Ben Stern" dated December 7, 1972, the following metes and bounds, to-wit:

BEGINNING at an iron pin, which iron pin is 175 feet west of the Frontage Road from West Georgia Road to U. S. 276 and running thence S. 0-14 W. 170 feet to a point; thence S. 89-17 W. 100.05 feet to a point; thence N. 0-15 E. 170 feet to an iron pin on West Georgia Road; thence N. 89-00 E. 77.4 feet to an iron pin; thence S. 89-48 E. 22.8 feet to an iron pin, the point of beginning.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including all built-in stoves and refrigerators, heating, air conditioning, plumbing and electrical fixtures, wall to wall carpeting, fences and gates, and any other equipment or fixtures now or hereafter attached, connected or fitted in any manner, it being the intention