GREENVILLE CO. S. C.

JAN 18 2 58 PH '73

DONNIE S. TANKERSLEY

REGULATION HD. 22

DONNIE S. TANKERSLEY

REDERAL SAVINGS
AND LOAN ASSOCIATION
OF GREENVILLE

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

I, John Michael Smart, of Greenville County,

800x 1264 PAGE 111

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

Twenty-two Thousand, Three Hundred and No/100----- 22,300.00

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain

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 25

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 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 Mortgagoe 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 Mortgagoe, 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, situale, lying and being in the State of South Carolina, County of Greenville, on the south side of Alta Vista Circle, being known and designated as Lot No. 144 of a subdivision known as Coleman Heights as shown on plat thereof prepared by Terry T. Dill, February, 1958 and recorded in the R. M. C. Office for Greenville County in Plat Book RR, at Page 115, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Alta Vista Circle at the joint corner of Lots 143 and 144, and running thence along the line of Lot 143, S. 04-40 W. 242.2 feet to an iron pin; thence S. 89-26 E. 127.1 feet to an iron pin; thence along the line of property now or formerly of William Cox, N. 09-01 E. 234.4 feet to an iron pin on the south side of Alta Vista Circle; thence along Alta Vista Circle, N. 85-40 W. 144.7 feet to the beginning corner; being the same conveyed to me by M & M Construction Company, Inc. by deed of even date, to be recorded herewith.