

FILED  
DEC 22 1972  
Greenville



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Warren J. Mahaffey and Linda P. Mahaffey

(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 Fourteen Thousand Four Hundred and No/100----- (\$ 14,400.00 )

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain 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 One Hundred Eighteen and 23/100----- (\$ 118.23 ) 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 of 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 piece, parcel or tract of land, together with all buildings and improvements thereon containing 10.64 acres, more or less, situate, lying and being on the southern side of South Carolina Highway No. 418 in Greenville County, South Carolina west of the City of Fountain Inn being a portion of 17.13 acres on a plat of property of Henry Henderson made by Dalton & Neves, Engineers recorded in the RMC Office for Greenville County, S. C. in Plat Book ZZZ, page 91 and having according to a more recent plat showing 10.64 acres, more or less, made by C. O. Riddle, Surveyor, dated April, 1971, the following metes, and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Highway No. 418 (said iron pin being located, S. 78-44 W. 178 feet, S. 71-53 W. 125 feet and S. 75-32 W. 166 feet from an iron pin on said highway at the northeastern most corner of said 17.13 acres fronting on said highway in or near a creek, and running thence along the southern side of said highway, S. 75-32 W. 28 feet to an iron pin; thence continuing along said highway, S. 78-57 W. 208 feet to an iron pin; thence continuing along said highway, S. 81-55 W. 106.7 feet to an iron pin; thence a new line through said tract, S. 8-41 E. 625.6 feet to an iron pin; thence S. 45-45 E. 367 feet to an iron pin; thence N. 78-00 E. 457 feet to an iron pin in or near a creek; thence with said creek as the line, the following traverse courses and distances, to-wit: N. 21-06 W. 73 feet to a point, N. 25-08 E. 76 feet to a point, N. 51-11 W. 95.5 feet to a point; thence N. 32-08 E. 76 feet to a point; thence N. 6-59 W. 232.6 feet to an iron pin, thence N. 81-56 W. 447.8 feet to an iron pin; thence N. 6-49 E. 291 feet to an iron pin, the beginning corner.