

GREENVILLE CO. S. C.

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BOOK 1285 PAGE 457

DONNIE S. TANKERSLEY
R.M.C.



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Jennings B. Collins, Jr. and Cheryl K. Collins

(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

Twenty-Eight Thousand Three Hundred and 00/100 (\$ 28,300.00)

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

Four and 55/100 (\$ 204.55) 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 29 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, and being shown as a part of Tract No. 5 on a plat of the D. P. Stokes Estate prepared by H.S. Brockman, March 15, 1949, and according to said survey, having the following metes and bounds, to wit:

BEGINNING at a point in the center of State Park Road, (Highway No. 253) at the corner of property now or formerly of Ezel Styles, and running thence with the center of said road, S. 55-13 E., 420 feet to a point in the center of said road; thence with Woods Creek, S. 84-40 W., 420 feet to a point; thence N. 14-35 E., 290 feet to a point in the center of State Park Road, the point of beginning, and containing 1.54 acres, more or less.

ALSO: ALL that certain piece, parcel, or lot of land situate, lying and being in the State and County aforesaid, Bates Township, about three miles from Travelers Rest and near the Little Texas School. Lying on the western side of the State Highway from Greenville to Travelers Rest by way of State Park. And being part of tract No. 5 as shown on plat of property of D.P. Stokes Estate. Said plat made by H.S. Brockman, surveyor, March 15, 1949, and having the following courses and distances, to-wit:

BEGINNING on a point in the center of the said State Highway, joint corner of the Connie J. Whitfield lot: and runs thence with the center of said highway, N. 55-13 W. 150 feet to a point in the said road; thence S. 41-00 W. 266 ft. to an iron pin, new corner (iron pin also on western bank of road at 16 feet); thence S. 20-50 W. 200 ft. to an iron pin; new corner; thence S. 40-35 W. 125 ft. to old maple corner on southern bank of wood's creek; thence down the said creek as the line, N. 63-30, E. 229 ft. to a bend; thence N. 84-40 E. 165 ft. to a point in said creek, joint corner of the Connie J. Whitfield lot; thence

Subscribed to: Mortgage for R.M. Book 1285 page 457

4328 N.Y.