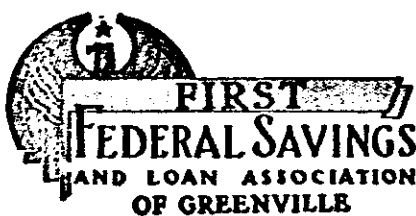


FILED
GREENVILLE CO. S. C.

SEP 23 4 49 PM '73

DONNIE S. TANKERSLEY
R.M.C.

BOOK 1291 PAGE 835



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Donald R. Waldrop and Laurie P. Waldrop

(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 Thirty-Two

Thousand and no/100----- (\$ 32,000.00--)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note contains 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 Thirty-

Four and 81/100----- (\$ 234.81--) 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 30 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, being shown as Lot No. 39, Section 1, on plat of Terra Pines Estates made by Piedmont Engineering Service, December, 1958, revised through March 1966, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book PPP, Pages 18 and 19, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwest side of Montero Terra Lea, at the joint front corner of Lots 38 and 39, and runs thence along the line of Lot No. 38, N. 48-30 W. 295 feet to an iron pin; thence S. 12-24 W. 272 feet to an iron pin; thence along the line of Lot 32, S. 52-47 E. 174.3 feet to an iron pin on the Northwest side of Montero Terra Lea; thence along Montero Terra Lea, N. 38-42 E. 225 feet to the beginning corner.

THIS conveyance is subject to all restrictions, set back lines, roadways, easements and rights-of-way, if any, affecting the above described property. For restrictions applicable to Terra Pines Estates, see Deed Book 648, Page 116, and amendment of restrictions recorded in Deed Book 781, Page 609.

THIS conveyance is also subject to the condition set forth in Deed 835, Page 132. Said condition is as follows: "The grantors (Emily Lite, William M. McMillan, Nick A. Theodore, Thomas E. Macfie, and Harold Tarleton, Jr.) herein own the remaining unsold lots in the subdivision known as Terra Pines Estates, which is shown on a plat recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book PPP, Pages 18 and 19, said grantors anticipate that at some future date they may deem it necessary to install sewer lines in the entire subdivision so as to provide sewer disposal for all lots in Terra Pines Estates through a public or private sewer system.

(Continued on Page 4 attached)

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