

FILED
GREENVILLE CO. S.C.



1905 710

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Wallace Turner and Jesse T. Brown

(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-three Thousand and No/100-----** (\$ **33,000.00**)

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**

Seventy-Six and 03/100----- (\$**276.03-----**) 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 ~~XXXX~~ **date of original mortgage, 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**

ALL that certain piece, parcel or lot of land, situate, lying and being in Greenville County, South Carolina, being known and designated as Lot No. 35, according to a plat of Franklin Heights, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book L, at page 9, and being more recently described, according to a plat prepared by Jones Engineering Service dated October 15, 1970, and described as "Property of Wallace Turner and Jesse T. Brown," and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 37 and 35 and running thence with Circle Drive S. 75-40 E. 75 feet to an iron pin at the joint front corner of Lots 35 and 34; running thence N. 14-20 E. 150 feet to an iron pin; thence N. 75-40 W. 75 feet to an iron pin; thence S. 14-20 W. 150 feet to an iron pin, the point of Beginning.

ALSO an easement, or right-of-way for ingress, egress and parking over an existing driveway and parking lot on an adjoining lot, known as Lot No. 37, according to a plat of Franklin Heights, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book L, Page 9; the easement for parking to consist of spaces for not in excess of five vehicles; it is the intention of the parties that this is an easement appurtenant.

This is a correction Mortgage given to correct the original Mortgage between the parties hereto, recorded in the RMC Office for Greenville County, South Carolina, in Mortgages Book 1285 at Page 171.

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