

FILED
GREENVILLE CO. S.C.

MEMORIAL STEPHENSON, JOHNSON & PEPPER

JUN 18 4 30 PM '59

RECORDED



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

CHARLES H. SMITH AND LOTTIE L. SMITH

(hereinafter referred to as Mortgagor) (SEND) GREETINGS.

WHEREAS, the Mortgage 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 **FOUR**

Thousand Six Hundred Forty-Six and 94/100 - - - - - (\$ 44,646.94)

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 at the rate or rates thereon specified in installments of **Three Hundred**

Eighty and 54/100 - - - - - \$ 380.54 (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 **21** 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 collateral given to secure same, for the purpose of collecting said principal due and interest, with costs and expenses for proceedings, and

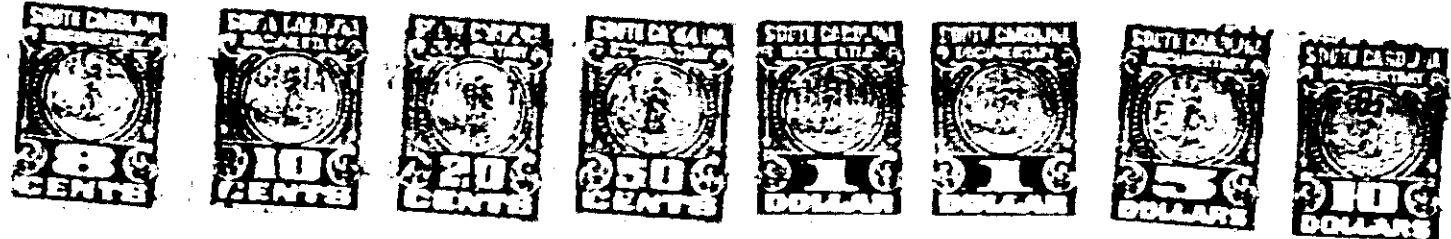
WHEREAS, the Mortgagee may hereafter become indebted to the Mortgagor for said further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs or for any other purpose.

NOW KNOW ALL MEN, That the Mortgagee, 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 Mortgagee in hand well and truly paid by the Mortgagor at and before the making 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, in that certain subdivision known as "Barksdale" and being designated as Lot No. 71, Rockingham Road, according to a plat of Barksdale made by Dalton & Neves, Engineers, dated December, 1959, and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book QQ, Pages 118-119, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 71 and 72 and running along Rockingham Road S 16-42 E 150 feet to an iron pin, joint front corner of Lots 70 and 71; thence along the line of Lot 70, S 73-18 W 250 feet to an iron pin; thence N 47-48 W 227.1 feet to an iron pin; thence N 80-13 E 330.1 feet to an iron pin, the beginning corner.

517.88



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