

FILED
GREENVILLE CO. S.C.
19 3 20 1974



State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

LARRY N. SPIVEY AND GLENDA SHARON SPIVEY

(Hereafter 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 (hereafter referred to as Mortgagee) in the full and just sum of

THIRTY SEVEN THOUSAND, SIX HUNDRED AND NO/100 ----- (\$ 37,600.00)

Dollars, as evidenced by Mortgagee'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 **Two Hundred**

Ninety Five and 81/100 ----- \$ 295.81 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 of said notes 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, and 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 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 Mortgagee in hand well and truly paid by the Mortgagor at and from the sealing of these presents, the receipt whereof is hereby acknowledged, has granted, sold, conveyed, 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, being and being in the State of South Carolina, County of **Greenville**, on the southwestern side of **Suffolk Court**, being shown and designated as Lot No. 67 on a plat of **RIVER DOWNS**, made by Piedmont Engineers, Architects & Planners, dated July 17, 1974 and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 4-R, page 76, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Suffolk Court at the joint front corner of Lots Nos. 66 and 67, and running thence with the common line of said lots, S. 76-00 W., 205 feet to an iron pin; thence S. 48-02 E., 205.09 feet to an iron pin in the line of property now or formerly belonging to Barbara W. McAbee; thence along the McAbee line N. 39-49 E., 175.0 feet to an iron pin on the southwestern side of Suffolk Court; thence along the curve of the southwestern side of Suffolk Court the chords of which are: N. 73-41 W., 30.0 feet, N. 57-31 W., 30.0 feet and N. 22-34 W., 30.0 feet to an iron pin on the southwestern side of Suffolk Court; the point of BEGINNING.



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