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GREENVILLE CO. S. C.

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State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

J. EARLE STOKES, JR. and AUDREY H. STOKES

(hereinafter referred to as Mortgagee) (SEND: S) GREETINGS:

WHEREAS, the Mortgagee 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

FORTY THOUSAND AND 00/100ths----- (\$ 40,000.00)

Dollars, as evidenced by Mortgagee's promissory note of even date herewith, which note provides 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**

Twenty-eight and 86/100ths----- \$ 328.86 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 **25** 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 Mortgagee for such further sums as may be advanced to the Mortgagee's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

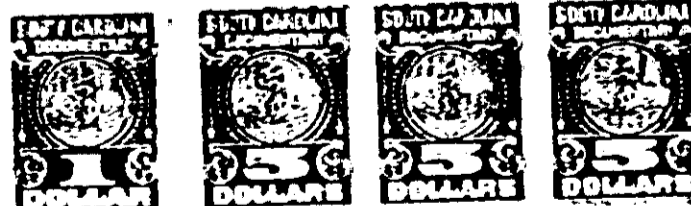
NOW KNOW ALL MEN, That the Mortgagee, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagee's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagee in hand well and truly paid by the Mortgagee, at and before the sealing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, 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, being and being in the State of South Carolina, County of **Greenville**, known and designated as **Lot Number One Hundred Ninety Four (194)** as shown on a plat entitled **Chanticleer, Section VI.**, made by **Webb Surveying and Mapping Company**, dated **December, 1972**, and recorded in the **RMC Office for Greenville County** in **Plat Book "4X"** at **Page 59**; and having, according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the west side of Thornwood Lane, at the joint front corners of Lots 194 and 195, and running thence S. 79-23 W., 172.1 feet to an iron pin; thence N. 6-42 W., 85 feet to an iron pin; thence N. 7-24 W., 83 feet to an iron pin; thence S. 80-36 E., 185 feet to an iron pin on the Right-of-Way of Thornwood Lane; thence running along the Right-of-Way of Thornwood Lane S. 4-06 E., 105 feet to an iron pin, the point of BEGINNING.

This property is subject to legal easements and easements shown on the said plat and to restrictive covenants recorded in the RMC Office for Greenville County in VOL. 980, Page 95.

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