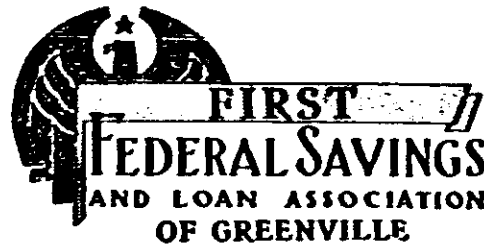


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GREENVILLE CO. S. C.

JAN 27 4 33 PM '76

DONNIE S. TANKERSLEY
R.M.C.

BOOK 1359 PAGE 36



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

E. David Jones, Jr. and Joyce A. Jones

(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 two hundred and no/100 (\$ 32,200.00)

does not

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

fifty nine and 09/100 (\$ 259.09) 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 known and designated as Lot No. 52 or Subdivision known as PINE TREE, as shown by plat thereof prepared by Piedmont Engineers and Architects, dated March 19, 1974, and recorded in Plat Book 5-D at page 63 in the R.M.C. Office for Greenville County, South Carolina.

Reference to said plat is hereby craved for a more particular description.

This conveyance is made subject to the restrictive and protective covenants affecting the Subdivision known as PINE TREE, said restrictive and protective covenants being recorded in the R.M.C. Office for Greenville County in Deed Volume 1014 at page 323.

This conveyance is made subject to any restrictive covenants, building set-back lines, rights-of-way and easements which may affect the above described property.

According to the above referred to plat, this lot has the following metes and bounds, to wit: BEGINNING at an iron pin on the northeasterly side of Neeley Ferry Road at the joint front corner of Lots 52 and 53 and running thence with the joint line of said lots N. 62-23 E. 150 feet to an iron pin at the joint rear corner of Lots Nos. 52, 53 and 46; thence S. 27-37 E. 100 feet to an iron pin at the joint corner of Lots Nos. 52, 51 and 48; thence with the joint line of Lots Nos. 51 and 52 S. 62-23 W., 150 feet to an iron pin on the Northeasterly edge of Neeley Ferry Road; thence with the Northeasterly edge of Neeley Ferry Road N. 27-37 W., 100 feet to the beginning corner.

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