

GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY  
R.H.C.

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State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

John D. Miller, Jr.

(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 Five Hundred and No/100----- (\$33,500.00)

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 as the rate or rates therein specified in installments of Two Hundred Sixty-nine and 55/100----- (\$ 269.55 ) 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 shown on a plat of Dell Vista Heights Subdivision, said plat being recorded in Plat Book RR, at page 125, and portion of said property herein described being shown as revision of Lots 32 and 30 being shown on a plat by C. O. Riddle dated 9-15-66 and another plat being shown as a revision of lots on the plat recorded in Plat Book RR, at page 125, second revised plat being made by Cardina Engineering and Surveying Co. The property herein described represents all of Lot 31 and a portion of Lots 32 and 30 shown on Plat Book RR, at page 125, and having the following metes and bounds according to the plats above referred to:

LOT 31: Beginning at a point on Greenvista Lane, the joint front corner of Lots 32 and 31 as shown on plat recorded in Plat Book RR, at page 125 and running thence with said Lane N. 20-58 W. 115 feet to a point along the intersection of Greenvista Lane and Melanie Lane; thence with the curvature of intersection of Greenvista Lane and Melanie Lane, the chord of which is N. 24-02 E. 35.4 feet to point on Melanie Lane; thence with Melanie Lane the following courses and distances: N. 69-02 E. 95 feet, S. 85-01 E. 55.7 feet to a point, the joint front corner of Lots 31 and 30 as shown on plat recorded in Plat Book RR, at page 125.

ALSO: PORTION OF LOT 30: Beginning at a point on Melanie Lane, the joint front corner of Lots 30 and 31 and running with said Lane S. 59-02 E. 75 feet to a point in the approximate middle of the front line of Lot 30; thence turning and running through the approximate middle of Lot 30, S. 12-45 W. 139.1 feet to a point along the common rear line of Lots 30 and 32; thence turning and running with the common rear line of Lots 30 and 32, N. 33-47 W. 60.8 feet to the joint rear corner of Lots 30, 31 and 32; thence turning and running with common line of Lots 30 and 31 N. 0-18 E. 123.9 feet to point on Melanie Lane, the point of beginning.

(Description continued on Page 4)

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