

FILED
GREENVILLE CO. S. C.
DEC 27 10 37 AM '78
DENNIE S. TANKERSLEY
R.M.C.

1985-997



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

-----ROY L. GIVINS and PATRICIA V. GIVINS-----

(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-Eight Thousand, Nine Hundred Fifty & No/100----- (\$38,950.00)

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 Three Hundred

Thirteen & 42/100----- (\$313.42) 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, near the town of Mauldin at the southwestern intersection of Old Hickory Point and Cold Springs Road, being shown and designated as Lot No. 19 on plat of Forrester Woods, Section I prepared by R. B. Bruce, R.L.S., dated March 14, 1972, recorded in the RMC Office for Greenville County in Plat Book 4-N at Page 78 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Cold Springs Road joint front corner of Lots Nos 19 and 20 as shown on the aforesaid plat and running thence with the joint property line of said two lots, S. 23-05 W. 141.9 feet to an iron pin; thence N. 60-30 W. 135 feet to an iron pin at the joint rear corner of Lots Nos. 18 and 19 as shown on said plat; thence running along and with the joint property line of said last two mentioned Lots N. 42-30 E. 132.4 feet to an iron pin on the southwestern side of Old Hickory Point; thence along the curve of Old Hickory Point, the chord of which is N. 87-40 E. 22.8 feet to an iron pin on the southwestern side of Cold Springs Road; thence running along and with the southern side of Cold Springs Road S. 60-30 E. 70 feet to the point of Beginning.



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