FILED GREENVILLE CO. S. C.

800x 1373 ACE 835

ildes

 $\mathbf{\omega}$

0

JUL 28 9 35 AH '76 DONNIE S. TANKERSLEY

R.H.C.



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Alvin T. Dallas and Shirley S. Dallas

(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

Forty-one Thousand Six hundred and no/100----- (\$41,600.

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 Three Hundred

Twenty-seven and 28/100-----(\$327.28) 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 Mortgagoe 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 Mortgagoe at and before the scaling 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 Mortgagoe, its successors and assigns, the following described real estate:

All that certain piece, parcel, or lot of lind, 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 as a portion of Lot 171 and a portion of Lot 172 as shown on a plat of Westcliffe Subdivision recorded in Plat Book JJJ at Pages 72 and 73 in the RMC Office for Greenville County. This property is more particularly described in plat recorded in Plat Book 4E at Page 113 in the said RMC Office as a revision of Lots 169, 170, 171, and 172, less, however, the rear portion of Lot 172, as is shown in a more recent plat recorded in the RMC Office for Greenville County in Plat Book 4K at Page 69; reference is craved to the above three plats pertaining to this property, which is more fully described by metes and bounds as follows:

BEGINNING at an iron pin on the northern side of Westcliffe Way at the joint front corner of Lots 172 and 173 and running thence with their joint lines, N. 28-37 E. 341.5 feet to an iron pin; thence in a new line through Lot 172, S. 70-03 E. 51.7 feet to an iron pin at joint rear corner of Lots 128 and 129; thence with the joint line of Lots 129, S. 12-54 E. 34.6 feet to an iron pin; thence with joint line of Lot 171, S. 5-10 W. 120.4 feet to an iron pin; thence with a new line through Lot 171 S. 23-23 E. 228 feet to an iron pin on the northern side of Westcliffe Way; thence with the said Westcliffe Way, the following courses and distances: S. 67-17 W. 37.2 feet to an iron pin; N. 88-25 W. 66.7 feet to an iron pin; N. 72-51 W. 27.9 feet to an iron pin; thence continuing 38.8 feet to an iron pin; thence N. 62-12 W. 143.3 feet to an iron pin at the point of beginning.

This is the same property as was conveyed to Diane D. Cagle by deed of B. E. Huff dated June 18, 1971, and recorded in the RMC Office for Greenville County, S. C., in Book 918 at Page 543.

Page I