



BOOK 1377 PAGE 344

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

George A. Formoe and Gwendolyn F. McCurdy

(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-three thousand, One Hundred and No/100**----- (\$ **43,100.00**)

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, Sixty-one and 70/100**----- (\$ **361.70**) 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 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, Highland Township, about one mile north of the Camp Creek Baptist Church on the south side of the Pack's Mountain Road, also known as Barton Road, containing in the aggregate 8.5 acres and being shown on plats of the PROPERTY OF JOHN W. EGGLESTON made by Terry T. Dill, RLS, dated November 25, 1975, recorded in the RMC Office for Greenville County, S.C., in Plat Book 4-0, pages 300 and 301, and having according to said plat the following metes and bounds, to wit:**

Beginning at a point in the center line of the Pack's Mountain Road at the corner of property owned by Sam T. Staggs and running thence with the center line of said Road, N. 85-00 E., 53 feet to a point in the center line of said Road; thence along the line of property now or formerly owned by Ponder, S. 26-30 E. 102 feet to an iron pin; thence continuing along said line S. 07-30 E., 1020 feet to an iron pin; thence continuing along the line of said property S. 07-30 E., 400 feet to an iron pin; thence along the line of property owned by Sam T. Staggs S. 88-43 W., 400 feet to an iron pin; thence N. 05-26 W., 225 feet to a point; thence on a curve around a private driveway the chords are N. 29-05 E., 70 feet, N. 09-42 W., 40 feet and N. 44-13 W., 80 feet to a point on the line separating a 4.9 from a 3.60 acres tract; thence N. 86-43 E., approximately 35 feet to a point on the line of said 4.9 acres tract; thence along the edge of said driveway N. 45-30 W., 465 feet to an iron pin; thence N. 86-43 E., 603 feet to an iron pin; thence N. 07-30 W., 661 feet to a point; thence N. 26-30 W., 115 feet to point of beginning.

ALSO: All the rights of the Mortgagors in and to an easement for ingress and egress extending across the property of Sam T. Staggs adjoining the above described property the same being more further described in an Agreement between Sam T. Staggs, the Mortgagors and the Mortgagee herein of even date herewith recorded in the RMC Office for Greenville County, S.C. in Deed Book 1042, page 612, incorporated herein by reference as though fully set forth.

The above described property is the same property conveyed to the Mortgagors by deed of John W. Eggleston and Jane Eggleston of even date herewith, to be recorded.

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