

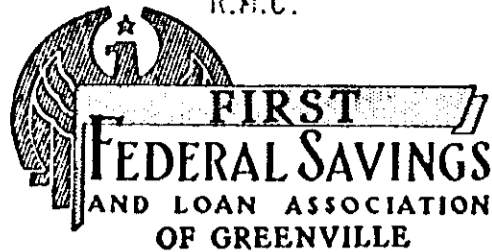
Deed 408

GREENVILLE, S. C.

SEP 14 2 46 PM '76

DONNIE S. TANKERSLEY
R.M.C.

BOOK 1377 PAGE 765



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Bobby Ray Garnett and Gwendoline M. Garnett

(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 Two Hundred Fifty and No/100 (\$41,250.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not have

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
Thirty-One and 92/100 (\$ 331.92) 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 and designated as
Lot #28 on plat of Gray Fox Run made by C. O. Riddle, Surveyor, November 6, 1975 and recorded in the RMC Office for Greenville County in Plat Book 5P at Page 9 and revised March 4, 1976, recorded in said RMC Office in Plat Book 5P at Page 16. According to said plat, the property is more fully described as follows:

BEGINNING at an iron pin on Gray Fox Square at the joint front corner of Lots 27 and 28 and running thence along the joint line of said lots S. 2-36 W. 105 feet to an iron pin in the line of Lot 26; thence with line of Lot 26 and 29 S. 87-24 E. 150 feet to an iron pin on Stone-cutter Lane; thence with said lane N. 2-36 E. 80 feet to an iron pin near the intersection of Gray Fox Square; thence with curve of said intersection N. 42-24 W. 35.4 feet to an iron pin on Gray Fox Square; thence continuing with said Square N. 87-24 W. 125 feet to an iron pin, the point of beginning.

This being a portion of the identical property conveyed to Bob Maxwell Builders, Inc. by deed from Threatt-Maxwell Enterprises, Inc. recorded May 12, 1976 in Deed Book 1036 at Page 206.



0765
4328 RV-2