3.38 1384 no. 163



## State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

H. Samuel Stilwell and John P. Mann

(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 Thousand and No/100----- (\$ 40,000.00 ...)

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

Fifty-Nine and 90/100-----(\$ 359.90) 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 20 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 (53.00) 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 land, with all improvements there on or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Ward Two of the City of Greenville, being known and designated as Lot No. 3, of Block 4, of a subdivision of the Boyce property as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book A, at Page 179, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Pettigru Street at the corner of Lot No. 2, of Block 4, which point is 133.50 feet east of the northwast corner of the intersection of Toy Street with Pettigru Street, and running thence along the line of Lot No. 2, N. 15-00 W. 126 feet 1 inch to the rear corner of said lot on the south side of an alley; thence along the line of said alley, N. 76-45 E. 66 feet 8 inches to an iron pin at the rear corner of Lot No. 4; thence along the line of that lot, S. 15-00 E. 126 feet 1 inch to an iron pin on the north side of Pettigru Street; thence along the line of said Pettigru Street, S. 76-45 W. 66 feet 8 inches to the beginning corner.

Being the identical property conveyed to the mortgagors herein by deed of Raymond E. Putman, C. Evans Putman, Howard R. Leonard, Michael D. Boling and O. Feroy Spann, d/b/a The Pettigru Five, A Partnership, to be recorded of even date herewith.



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