

FILED
GREENVILLE CO. S. C.

BOOK 1394 PAGE 702

APR 15 12 17 PM '77

DONNIE S. TANKERSLEY
REC'D

Travelers Rest Federal Savings & Loan Association

Travelers Rest, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

} ss:

MORTGAGE OF REAL ESTATE (ESCALATOR CLAUSE)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JAMES E. MOORE, JR. AND EVELYN R. MOORE

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto TRAVELERS REST FEDERAL SAVINGS AND LOAN ASSOCIATION OF Travelers Rest, S. C., (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of -----

THIRTY-FIVE THOUSAND AND NO/100THS-----

DOLLARS (\$ 35,000.00-----), with interest thereon from date at the rate of NINE (9%)----- per centum per annum, said principal and interest to be paid as therein stated, and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purpose, and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable

SEPTEMBER 1, 2006.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does hereby grant, bargain, sell and release unto the Mortgagee, its successors and assigns.

All that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Bates Township, containing 10.0 acres, more or less, according to Plat prepared by W. R. Williams, Jr., dated March 18, 1977, and having the following metes and bounds, to-wit:

BEGINNING at OIP in County Road, as shown on said plat, and running N. 50-25 W. 1556.1 feet to an i. p.; along line of Stowe & Webb property; thence still along line of Webb property N. 41-09 W. 438.8 feet to OIP, with center of creek as line; thence along line of said creek N. 20-23 E. 212.6 feet to an i. p.; thence still along line of said creek N. 9-28 E. 106 feet to a corner i. p.; thence along line of Smith property S. 43-04 E. 1092.7 feet to an iron pin; thence still along line of Smith property and crossing a branch as shown on said plat, S. 46-50 E. 611.5 feet to an i. p.; thence along center of a county road as shown on said plat, S. 24-03 E. 157.6 feet; thence still along line of said county road S. 27-50 E. 300 feet to OIP, being point of beginning.

THE above mentioned plat is recorded in the RMC Office for Greenville County in Plat Book 5-Y at Page 73.

THIS being the same property conveyed to the Mortgagors herein by a certain deed of Marie Smith, dated March 18, 1977, and thereafter filed on March 22, 1977, in the RMC Office for Greenville County in Deed Book 1053 at Page 145.

4328 RV-2J