

1419 529

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

DEE SMITH CO.

(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-four

Thousand and no/100 (\$ 44,000.00 )

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-four and 04/100 (\$ 354.04 ) 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:

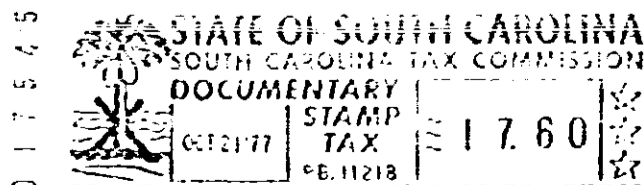
All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of

Greenville, being known and designated as

Lot No. 36, as shown on plat entitled "Carter's Grove, Section No. 2," prepared by Dalton and Neves Co., Engineers, dated August, 1974, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-R, at Page 100, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING AT an iron pin on the northern end of Caroleton Way, joint front corner of Lots 35 and 36, running thence with the joint line of said lot N. 3707 W. 147.2 feet to a point, the center line of a creek with said center line being the rear property line of said lot; thence running with the center of said creek, the traverse of which is as follows: N. 45-14 E. 105 feet; thence N. 76-51E 151.2 feet to a point, joint rear of Lot 36 and 37; thence running with the joint line of said lot S22-35 W. 224.8 feet to an iron pin, the northern side of Caroleton Way; thence running with Caroleton Way, S. 68-45 W. 50 feet to an iron pin, the point and place of beginning.

Being the same property conveyed to Mortgagor herein by deed of Dee Smith Company, Inc. and College Properties, Inc., t/a Carter's Grove Associates, A Joint Venture, dated September 22, 1977, and recorded in the RMC Office for Greenville County, S.C. in Deed Book 1067, at Page 133.



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