DOWNERS, TANKENSLEY

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MANAGEMENT TO SELECT THE SECOND SECON



## State of South Carolina

COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

John Robert Pitts and Theresa Francis Pitts

(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 SIXTY THOUSAND

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note 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 Four Hundred Eighty

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 Mortgager'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:

ALL that piece, parcel or lot of land on the Southwestern side of Wembley Road, Greenville County, South Carolina, being shown and designated as Lot No.5, Section F, Gower Estates, recorded in Greenville County, Plat Book JJJ, at page 99, and having according to said plat the following metes and bounds:

BEGINNING at iron pin on the Southwestern side of Wembley Road, at the joint front corner of Lots 4 and 5, and running thence with the joint line of Lot 4, S. 63-45 W. 236.2 feet to an iron pin; thence S. 26-15 E. 115 feet to an iron pin; thence with the line of Lot 6, N. 63-45 E. 237 feet to an iron pin on the Southwestern side of Wembley Road; thence with the curve of Wembley Road, the chord of which is N. 37-54 W. 57.4 feet to an iron pin; thence continuing with said curve of Wembley Road, the chord being N. 15-41 W. 57.1 feet to the point of beginning.

JIHIS being the identical property conveyed to the Mortgagors herein by deed of John E. Tate and Faye D. Tate dated May 23, 1970 and recorded May 25, 1970 in the RMC Office for Greenville County in Deed Book 890 at page 411.