



State of South Carolina )

COUNTY OF GREENVILLE )

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

A. S. PATTON, JR.

(Hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgage 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

Seventy-Five Thousand and 00/100----- (\$ 75,000.00 )

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 at the rate or rates therein specified in installments of

Eighty-Three and 00/100----- \$ 83.00 ) 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 5 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 collateral given to secure same, for the purpose of collecting said principal due and interest, with costs and expenses for proceedings, and

WHEREAS, the Mortgagee may hereafter become indebted to the Mortgagor 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 Mortgagee, 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 Mortgagee in hand well and truly paid by the Mortgagor 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, is described as follows:

All three (3) certain pieces, parcels or lots of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the South side of East Stone Avenue, being herein and designated as Lots No. 48 and 49 of Section B of Stone Land Company property as shown on plat thereof recorded in the REC Office for Greenville County in Plat Book 744 at pages 337-345, and having, according to said plat, the following notes and bearings, to-wit:

BEGINNING at an iron pin on the South side of East Stone Avenue, which pin is 120 feet East from the Southeast corner of the intersection of Bennett Street and East Stone Avenue, and running thence with the South side of said East Stone Avenue, S. 71-50 E. 120 feet to corner of lot now or formerly owned by Parks; thence with Parks' line, S. 00-19 W. 175 feet; thence N. 71-50 E. 120 feet; thence N. 00-19 E. 175 feet to the beginning corner.

The above conveyance is made subject to any and all existing and recorded easements, rights of way and restrictions and zoning ordinances affecting said property.

This being the same property conveyed to the Mortgagor from Rex O'Brien Chevrolet, Inc., by deed recorded in the REC Office for Greenville County, S. C., in Deed Book 1670, at page 210, recorded on December 15, 1977.

ALSO: Whatever right, title or interest the grantors herein have in and to that easement, approximately 150 feet in length, over that property being shown as Greenville County Block Book Sheet 27, Block 1, Lot 1.1, said easement having been granted to the grantors herein by Agreement between said grantors and the Peoples National Bank, Greenville, S. C., and Ellen W. Navanport, as co-trustees under the last will and testament of Rex O. Navanport dated April 18, 1973 and to be recorded in the REC Office for Greenville County, South Carolina.

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