

1418 00035



## State of South Carolina

COUNTY OF GREENVILLE

## MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

James H. Dalton and Hazel J. Dalton

(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 Mortgagor) in the full and true sum of Forty Thousand

Eight Hundred and no/100----- (\$ 40,800.00--)

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 at the rate or rates therein specified in installments of Three Hundred Twenty eight and 29/100----- (\$ 328.29----) 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 balance, 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 Mortgagor, 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 Mortgagor 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 I 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 to the Mortgagor 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 to the Mortgagor at and before the making of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and to these presents does grant, bargain, sell and release unto the Mortgagor 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

All that piece, parcel or lot of land lying in the State of South Carolina, County and City of Greenville, shown as Lot 3 on plat of Richwood, Section II, recorded in Plat Book TTT at page 51 A and having, according to said plat, the following courses and distances:

BEGINNING at an iron pin on Richwood Drive with curve and running thence along Richwood Drive, S. 59-20 E. 110 feet to an iron pin, joint front corner of Lots 3 and 21; thence with joint line of said lots, S. 30-40 W. 86 feet to an iron pin; thence with joint line of Lots 2 and 3, N. 59-20 W. 135 feet to an iron pin on Parkins Mill Road; thence with Parkins Mill Road, N. 30-40 E. 61 feet to iron pin; thence with curve, N. 70-40 E. 35.4 feet to an iron pin, the point of beginning.

Being the same property conveyed by Jyoti S. Daryani by deed recorded herewith.

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