



State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

We, Roger D. Poole and Nancy S. Poole,

(hereinafter referred to as Mortgagors) (SENDING) GREETINGS:

WHEREAS, the Mortgagors as well and truly indebted to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) for the full and just sum of Twenty-Nine

Thousand Four hundred and No/100----- (\$29,400.00--)

Dollars, as evidenced by Mortgagee's promissory note of even date herewith, which note does not include a provision for escalation of interest rate; paragraph 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 thereon specified in installments of Two hundred

Thirty-Six and 57/100----- (\$256.57-----) Dollars each on the first day of each

month hereafter in advance until the principal sum with interest has been paid; all 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 more, shall be due and payable 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 Mortgagors hereby being indebted to the Mortgagee for such further sums as may be advanced to the Mortgagee's account for the payment of taxes, insurance, premiums, expenses or for any other purpose

NOW KNOW ALL MEN, that the Mortgagors in consideration of and for the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagors, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagee in hand well and truly paid by the Mortgagors at and before the sealing of these presents, the receipt whereof is hereby acknowledged, have granted, conveyed, sold, released and by these presents have, grant, bargain, sell and release into 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, being and being in the State of South Carolina, County of Greenville, on the easterly side of Bear Grass Drive, and being shown as Lot No. 41 on the plat of Biltmore as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book Y, at Page 147, and having, according to a more recent *survey made by H. C. Clarkson, Jr., dated October, 1964, entitled property of Maxwell T. Watson, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Bear Grass Drive, said pin being the joint front corner of Lots 41 and 42 and running thence with the common line of said lots, S. 75-14 E. 157.8 feet to an iron pin, joint rear corner of Lots 41 and 42; thence, S. 5-15 E. 78.8 feet to an iron pin, joint rear corner of Lots 40 and 41; thence with the common line of said lots, N. 75-14 W. 162.2 feet to an iron pin on the easterly side of Bear Grass Drive; thence with the easterly side of Bear Grass Drive, N. 14-46 E. 75 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Maxwell T. Watson dated December 27th, 1977, and being recorded simultaneously herewith in Deed Book 1070, at Page 842, of the RMC Office for Greenville County, South Carolina.

*Said survey being recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 6L, at Page 20.

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