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P.C. Div. 408
2/11/78

BOOK 1432 PAGE 468

FILE
GREENVILLE
MAY 18 10 21 AM '78
DONNIE S. TANT
R.M.C.
FIRST
FEDERAL SAVINGS
AND LOAN ASSOCIATION
OF GREENVILLE

State of South Carolina }
COUNTY OF GREENVILLE } MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

James Lewis Fowler and Meredith Jane Fowler

(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 One Hundred Fifty and No/100-----(\$44,150.00)

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-Five and 26/100-----(\$ 355.26) 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 collat-

erals 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 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

ALL that certain piece, parcel or lot of land located in the County

of Greenville, State of South Carolina, and being known and designated

as Lot 126, according to a plat entitled "Heritage Lakes Subdivision"

by Heaner Engineering Co., Inc., as revised October 26, 1977, and

recorded in the R.M.C. Office for Greenville County in Plat Book 6H at

Page 115. Reference is hereby made to said plat for a metes and bounds

description.

This being the same property conveyed to the Mortgagors herein by deed

of Davidson Enterprises, Inc. of even date to be recorded herewith.

Davidson Enterprises, Inc. having acquired this property by way of

deed dated January 23, 1978 from Comfortable Mortgages, Inc. recorded

in the R.M.C. Office for Greenville County in Deed Book 1075 at Page 271.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
MAY 18 1978
STAMP TAX
PB. 11218
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