

Pl. Book 1079
R.M.C.

FILED
GREENVILLE CO. S. C.

BOOK 1433 PAGE 229

MAY 26 9 48 AM '78



ANNIE S. TANKERSLEY
R.M.C.

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

RICHARD L. TUCKER AND CATHERINE B. TUCKER

(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 Seventy-four

Thousand Seven Hundred and No/100----- (\$ 74,700.00)

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 Six Hundred One

and 07/100----- (\$ 601.07) 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 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 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 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

All that piece, parcel or lot of land, situate, lying and being on the Northeastern side of Applejack Lane in the County of Greenville, State of South Carolina, being known and designated as Lot No. 193 as shown on a plat entitled "Pebble Creek, Phase I", prepared by Enwright Associates, dated September 17, 1973, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-D at page 2 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northeastern side of Applejack Lane at the joint front corner of Lots Nos. 193 and 194 and running thence with the line of Lot No. 194 N. 79-21 E. 151.11 feet to an iron pin in the line of Fairway No. 16 of Pebble Creek Golf Course; thence with the line of said Fairway No. 16 of Pebble Creek Golf Course N. 10-24 W. 98.24 feet to an iron pin in the line of a 50 foot water right of way; thence with the edge of said right of way N. 38-35 W. 40.46 feet to an iron pin at the joint rear corner of Lots Nos. 192 and 193; thence with the line of Lot No. 192 S. 68-55 W. 152.02 feet to an iron pin on the Northeastern side of Applejack Lane; thence with the curve of the Northeastern side of Applejack Lane, the chords of which are as follows: S. 25-30 E. 50 feet to an iron pin, thence S. 14-52 E. 58.25 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of First Federal Savings and Loan Association of Greenville, dated May 24, 1978, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1079 at page 847 on May 26, 1978.

GCTO ----- 3 MY26 78 1206 3.0001

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
MY2678
PB 1218
29.88

3 2 2 9

4328 RV-2