SEP 19 4 48 PH 179

DONNER L. TANKERSLEY

P.O. Dwg. 418,



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Robert D. Garrett

(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-five Thousand and no/100ths

300x1482 mar666

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 Five Hundred Forty...

(\$ 540.07) 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 ...fifteenyears 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 Mortgagoe 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 Greenville on the south side of Rutherford Road, near the town of Taylors, being a portion of the property shown on a plat of the property of Brent Corporation, prepared by Campbell and Clarkson Surveyors, Inc., recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4T, Page 73, consisting of approximately 1.09 acres net of rights-of-way, and having the following metes and bounds, to-wit:

BEGINNING at a point located on the northwestern side of the 200 foot strip owned by Southern Railroad; thence N 3-28 E 114.6 feet to a point located on the southern side of the right-of-way of the P & N Railroad; thence N 3-28 E, across said right-of-way of P & N Railroad a distance of 100 feet; thence N 3-28 E 63.7 feet to a point located on the southern side of the right-of-way of Rutherford Road; thence along said rightof-way of Rutherford Road the following courses and distances: S 80-00 E 46.3 feet to a point, S 86-24 E 112.5 feet to a point, N 86-28 E 101.1 feet to a point, N 78-50 E 102.89 feet to a point, and N 69-49 E 127.1 feet to a point; thence leaving said rightof-way of Rutherford Road and proceeding along the northwestern side of the right-of-way of Wade Hampton Boulevard S 47-43 W 205.8 feet to a point on the northern side of said right-of-way of P & N Railroad; thence across said right-of-way S 47-43 W 139.53 feet to a point on the southern side of said right-of-way; thence S 47-43 W 144.5 feet to a point on the northern boundary of the aforesaid 200 foot strip of Southern Railroad; thence along the boundary of said strip S 88-42 W 133.6 feet to the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Sheldon B. Cope, III, as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1081, Page 264, on June 15, 1978.

