

FILED
S. C.
OCT 24 1979
GREENVILLE
SHERSLEY

BOOK 1485 PAGE 458



State of South Carolina
COUNTY OF GREENVILLE

Re-record--See Below*
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-----(\$ 45,000.00)

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 Five Hundred Forty

and 07/100ths----- \$ 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 fifteen 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 Mortgagee 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 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 Mortgagee by the Mortgagor, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagee 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 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 at the intersection of Rutherford Road and Wade Hampton Boulevard and running thence along Wade Hampton Boulevard S. 47-43 W. 205.8 feet to an iron pin; thence N. 86-32 W. 302.57 feet to an iron pin; thence N. 3-19 E. 60.4 feet to an iron pin on Rutherford Road; thence along Rutherford Road the following courses and distances, S. 80-00 E. 17.64 feet to an iron pin, S. 86-24 E. 112.5 feet, N. 86-28 E. 101.1 feet, N. 78-50 E. 102.89 feet, N. 69-49 E. 127.1 feet to an iron pin at the intersection of Rutherford Road and Wade Hampton Boulevard, the point of beginning.

The above described property is reflected on a plat prepared by Freeland & Associates entitled "Property of R. D. Garrett" dated October 2, 1979.

* This mortgage is a re-recording of mortgage recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1482, Page 666 on September 28, 1979, for the purpose of correcting the description of the property to be subjected to this mortgage in accordance with the terms agreed upon by the parties.

This is a partial description of property conveyed to Mortgagee by deed of John D. Day III as recorded in the RMC Office for Greenville County, S. C. Deed Book 1481, Page 666, dated 12, 1978.

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