

Mortgage's mailing address: 301 College Street
Greenville, South Carolina

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FILED
GREENVILLE CO. S. C.
MAR 14 3 02 PM '80
DONNIE S. TANKERSLEY
R.M.C.



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Ben C. Sanders

(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

Sixty One Thousand, Five Hundred Fifty and No/100----- (\$ 61,550.00)

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 ~~at the rate of ten percent (10%) per annum, compounded monthly, according to the terms of Note of even date~~ monthly according to the terms of Note of even date

~~of \$1.00 per month on the first day of each month hereafter, and the interest on the unpaid balance of the note shall be added to the principal of the note and the sum so paid shall be applied first to the payment of interest and then to the payment of principal, to be due and payable one 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 GREENVILLE

ALL that piece, parcel or lot of land in the County of Greenville, State of South Carolina being known and designated as Lot No. 165 on a plat of Pine Brook Forest Subdivision according to a plat prepared by Charles K. Dunn, Surveyor, said plat being recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4X at Pages 48 and 49 and having according to a more recent survey prepared for Ben C. Sanders by Carolina Surveying Co. dated March 13, 1980 the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Cannon Circle, joint front corner of Lot Nos. 164 and 165 and running thence with the joint line of said lots N. 71-52 E. 204 feet to an iron pin; thence continuing to the center of a branch as the property line; thence with the center line of said branch in a southeasterly direction, the chord of which being S. 32-00 E. 216.6 feet to an iron pin; thence leaving the center of said branch and running thence S. 74-04 W. to an iron pin; thence continuing S. 74-04 W. 165.2 feet to an iron pin; thence N. 71-35 W. 158.2 feet to an iron pin on the eastern side of Cannon Circle; thence with Cannon Circle N. 0-19 E. 115.1 feet to the beginning corner.

This being the same property conveyed to the mortgagor herein by deed of Oak, Inc. of even date and to be recorded herewith.

NOTED
MAR 14 1980
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GREENVILLE, SOUTH CAROLINA
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
OF GREENVILLE

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