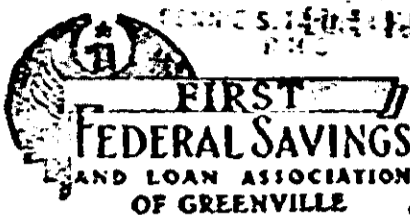


FILED GREENVILLE CO. S. C. 30919 70 PAGE 778

P. O. Drawer 408
Greenville, S. C. 29602



Cheri H. Ardrey
3-10-80

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

APR 21 1980

We, Russell H. Smith and Barbara B. Smith

(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 SIXTEEN THOUSAND, TWO HUNDRED and No/100----- (\$ 16,200.00)

Dollars as evidenced by Mortgagee'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 or rates therein specified in installments of ONE HUNDRED AND THIRTY FIVE and 96/100----- (\$ 135.96) 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 25 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 regulations 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 collateral 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 Mortgagee's account for the payment of taxes, insurance premiums, repairs, or for any other purpose,

NOTE: KNOWN 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 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 parcel, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, being and being in the State of South Carolina, County of Greenville, at the northeastern corner of the intersection of Donnon Road and Bob White Lane, near the City of Greenville, being known and designated as the greater portion of Lot No. 15, as shown on a plat of Super Highway Homesites, prepared by Dalton & Neves, dated May, 1946, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book P at Page 53, and having, according to a more recent plat prepared by Piedmont Engineering Service, dated August 28, 1961, entitled "Survey for Leslie & Shaw, Inc.", and recorded in the R.M.C. Office for Greenville County, in Plat Book ZZ at Page 23, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Donnon Road, at the

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