

First Federal S&L Assn.
P.O. Box 408
Greenville, SC 29602

FILED
GREENVILLE CO. S. C.

MAY 20 2 40 PM '77 BOOK 1398 PAGE 293

BONNIE S. TANKERSLEY
R.I.C.

BOOK 88 PAGE 1464



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

CHARLES E. MONTAGNA and JULIA A. MONTAGNA

(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-TWO THOUSAND, SIX HUNDRED & NO/100----- (\$ 42,600.00)

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 or rates therein specified in installments of

Three Hundred Twenty-seven & 57/100-- (\$ 327.57) 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; north side of said Terrace, S. 86-11 W., 75 feet to an iron pin; thence running with the intersection of Hedgewood Terrace and Bayberry Road, N. 48-49 W., 35.4 feet to an iron pin; thence running with Bayberry Road, N. 3-49 W., 125 feet to an iron pin, rear corner of Lot No. 46; running thence along the rear line of Lot No. 46, N. 86-11 E., 100 feet to an iron pin, joint rear corner of Lots Nos. 45 and 46; running thence with the joint line of said lots, S. 3-49 E., 150 feet to an iron pin, point and place of beginning.

Being the same property conveyed to Mortgagors herein by deed of Wm. E. Smith, Ltd., dated May 20, 1977, and recorded in the RMC Office for Greenville County, S.C., in Deed Book 1056, at Page 976.

PAID SATISFIED AND CANCELLED
First Federal Savings and Loan Association
of Greenville, S. C. Same As, First Federal
Savings and Loan Association of S. C.

James C. Whitman
Asst. Vice President
September 4, 1984
Witness *Ray D. Hawkins*
Janet W. Rhoads

7698

