912 55 392



## State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

We. C. E. Eubanks and Frances C. Eubanks, of Greenville County.

WHEREAS, I/we the aforesaid mortgagor (s) in and by my/our certain promissory note, in writing, of even date with these presents am/are well and truly indebted to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF GREEN-

VILLE, in the full and just sum of Ten Thousand and No/100----- (\$10,000,000 Dollars for for future advances which may be made hereunder at the option of said Association, which advances should exceed the maximum amount stated herein and shall be evidenced by a subsequent promissory note or notes.

cured hereby), said note to be repaid with interest at the rate specified therein in installments of

Seventy-One and 65/100-----(\$ 71.65 )) Dollars upon the first day of each and every calendar month hereafter in advance, until the full principal sum, with interest, has been paid, such monthly payments to be applied first to the payment of interest, computed monthly on the unpaid principal balances, and then to the payment of principal. The last payment on said note, if not paid earlier and if not subsequently

extended, will be due and payable 20 years after date. The 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 (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note, shall, at the option of the holder, become immediately due and payable, and the holder may sue thereon and foreclose this mortgage; said note further providing for the (19%) per centum attorney's fee beside all costs and expenses of collection, to be added to the amount due on said note, and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That I/we, the said mortgagor(s) in consideration of the said debt and sum of money forestaid, and for the better securing the payment thereof to the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, according to the terms of said note, and also in consideration of the further sum of Three Dollars to me/us the said mortgagor(s) in hand well and truly paid by the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, at and before the signing of these presents (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 42 as shown on a plat of Chestnut Hills No. 1, Inc., said plat being of record in the R. M. C. Office for Greenville County in Plat Book QQ at Page 83, and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at a point on the northern side of Kathryan Circle, which point is the joint front corner of Lots Nos. 41 and 42, and running thence N. 2-05 W. 110 feet to a point; thence N. 42-55 E. 224 feet to a point in a creek passing an iron pin located 15 feet from said creek; thence with the creek as the line, S. 13-04 E. 26.8 feet to a point in the creek; thence still with the creek as the line, S. 70-32 E. 26.3 feet to a point, said point being the joint rear corner of Lots Nos. 42 and 43; thence S. 30-02 W. 242.2 feet to a point on the northern side of Kathryan Circle; thence with the northern side of Kathryan Circle, S. 82-15 W. 40 feet to a point; thence still with the northern side of Kathryan Circle, S. 69-14 W. 27.3 feet to the point of beginning; being the same conveyed to us by Chestnut Hills No. 1, Inc. by deed dated November 9, 1962, to be recorded herewith."

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

CALLE O. OF OCCUPANT.