FILED GREENVILLE CO. S. C.

HAY 25 4 01-PH '70

OLLIE FARHSWOR

BOOK 1156 PAGE 91

FURST FURST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE

## State of South Carolina

COUNTY OF GREENVILLE -

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

I, Richard K. Heusel, of Greenville County,

..... (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

Thirty Thousand and No/100-----(\$30,000.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, said note to be repaid with interest at the rate

therein specified in installments of Two Hundred Thirty-One and 56/100--- (\$ 231.56 ). 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 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 such 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, within the corporate limits of the City of Greenville, being known and designated as Lot No. 58 of a subdivision known as Stone Lake Heights, Section No. II, as shown on plat thereof prepared by Piedmont Engineering Service, July 15, 1953 and recorded in the R.M.C. Office for Greenville County in Plat Book W, at Page 87, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern edge of Dellwood Drive, and running thence N. 1-23 W. 43.5 feet to an iron pin; thence N. 39-22 E. 231.7 feet to an iron pin; thence N. 38-40 E. 129.4 feet to an iron pin at the rear corner of Lot No. 59; thence along the line of that lot, N. 41-58 W. 67.5 feet to an iron pin at the rear corner of Lot No. 57; thence along the line of that lot, S. 53-34 W. 353.2 feet to a point on the margin of Stone Lake, the joint corner of Lots Nos. 57 and 58, which point is witnessed by an iron pin 8 feet back on line; thence along the margin of Stone Lake, following the meanders thereof, a traverse line of which is S. 9-53 E. 135.6 feet, to a point on the margin of said lake; thence continuing along the margin of Stone Lake, following the meanders thereof, a traverse line of which is S. 19-50 W. 50.8 feet, to a point on the northern edge of Dellwood Drive; thence along the northern edge of Dellwood Drive; N. 81-45 E. 90 feet to the beginning corner.

Together with all rights and privileges in and to the bed and waters of Stone Lake as are accorded by law to a riparian owner, including, without being limited to, the right and privilege as appurtenant to said lot to go upon and use the waters of said lake for the purpose of engaging in normal aquatic sports, such as boating, fishing, and swimming, and the further right to construct and maintain a dock or landing which does not extend further than 15 feet from the waters edge and is so located as not to interfere with the reasonable use of Stone Lake by any other riparian owner.

The above property is the same conveyed to me by Ann S. Cleveland by deed dated January 3, 1968 and recorded in the R. M. C. Office for Greenville County in Deed Vol. 844, at Page 296.

The mortgagor's promissory note referred to above, contains, among other things, a provision for an increase in the interest rate.