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FILED
GREENVILLE CO. S. C.

FIRST 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:

RACKLEY-HAWKINS, LTD.

(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

Eighteen thousand and no/100 ---------- ($ 18,000.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does 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 is payable with interest thereon at the rate of~~ ~~per cent per annum, payable monthly~~ ($ ) Dollars each on the first day of each ~~month hereafter as follows:~~, 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 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, in the Town of Mauldin, on the Southern side of Shadecrest Drive, being shown and designated as Lot No. 54 on a plat of Hillsborough Section 1 made by Jones Engineering Services dated April 1969 and recorded in the RMC Office for Greenville County, S. C. in Plat Book WWW, page 56, and having, according to said plat, the following metes and bounds to wit:

BEGINNING at an iron pin on the Southern side of Shadecrest Drive at the joint front corners of Lots Nos. 53 and 54 and running thence along the common line of said lots, S. 4-13 W., 148 feet to an iron pin; thence along the line of Lot No. 56, N. 61-10 W., 65 feet to an iron pin; thence along the line of Lots. No. 55 and 54, N. 29-47 W., 120.3 feet to an iron pin on Shadecrest Drive; thence along the Southern side of Shadecrest Drive, N. 76-32 E., 65 feet to an iron pin; thence continuing along the Southern side of Shadecrest Drive, S. 86-58 E., 65 feet to an iron pin, the beginning corner.

This mortgage is given in connection with a construction loan, and it secures a promissory note which provides, among other things, for monthly interest payments, the principal in full on or before 12 months from date, and a provision for an increase in the interest rate