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GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY  
R.M.C.

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State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Donald C. Gaines and Gail C. Gaines

(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

**Eighty Two Thousand Five Hundred and No/100----- (\$ 82,500.00 )**

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 as the rate or rates therein specified in installments of **Eight Hundred**

**Eighty Six and 56/100----- (\$ 886.56 )** 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 **15** 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**, on the western side of the East Butler Road (also known as the Mauldin-Pelham Road) in Butler Township, Greenville County, South Carolina near Mauldin being shown and designated as the lot entitled, "Don Gaines" on a plat of a survey for Tom Hughes and Don Gaines made by Carolina Engineering and Surveying Company dated March 31, 1970 recorded in the RMC Office for Greenville County, S.C. in Plat Book 4-E, page 33 and having according to said plat the following metes and bounds, to-wit:

BEGINNING At an iron pin on the western side of East Butler Road at the corner of property now or formerly owned by Lottie G. Verdin and running thence along the western side of East Butler Road, S. 30-40 W. 188.8 feet to an iron pin at the corner of a drive; thence along the northern side of said drive, N. 69-30 W. 210 feet to an iron pin; thence along the line of property now or formerly owned by Leroy Couch and Martha Couch, N. 22-02 E. 183.6 feet to an iron pin on Verdin's line; thence along the line of property now or formerly owned by Lottie G. Verdin, S. 69-30 E. 251.3 feet to an iron pin, the point of beginning.

ALSO, ALL that certain temporary right of way or easement including the right to enter thereupon affecting property adjoining the above described property to the west for the purposes of constructing, maintaining and repairing an underground septic tank drain field for the purpose of serving the septic tank located on the property described in the immediately preceding paragraph, including the right to excavate and refill ditches for the allocation of such drain field and the further right to remove trees, brushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said drain field as set forth and contained in that certain easement dated April 12, 1974 given by Leroy Couch and Martha Couch as grantors to Don Gaines and Gail Gaines as Grantees recorded in the RMC Office for Greenville County, S.C. in Deed Book 997, page 61, incorporated herein by reference and made a part hereof as though

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