

FILED  
GREENVILLE CO. S. C.

APR 22 2 25 PM '76

DONNIE S. TANKERSLEY  
R.H.C.



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Wesco Builders, A General Partnership

(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

Seventy-Thousand and no/100----- (\$ 70,000.00 )

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 follows:

Interest only from date of disbursement payable quarterly <sup>Dollars each on the first day of each</sup> 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 3 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, shown and designated as Woodharbor Subdivision on plat prepared by John F. Palmer, Engineer, dated January 9, 1976, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book \_\_\_\_\_ at page \_\_\_\_\_, and according to said plat, having the following metes and bounds, to wit:

BEGINNING on a Nail and cap in Brushy Creek Road, running thence with the line of property now or formerly belonging to Johnnie Waldrop, N. 51-03 W., 230.52 feet to an iron pin; continuing with the line of property now or formerly belonging to Johnnie Waldrop, S. 55-40 W., 109.2 feet to an iron pin, thence running with the line of property now or formerly belonging to Richard Green, N. 51-08 W., 519.22 feet to an iron pin, continuing with the line of property now or formerly belonging to Richard Green and Morris Smith, N. 51-42 W., 489.45 feet to an iron pin on right of way of Angie Drive, thence with the right of way line of Angie Drive N. 9-14 W., 307.55 feet to an iron pin on right of way of Angie Drive, thence running with the line of property now or formerly belonging to Edward Cunningham, et. al., N. 80-08 E., 365.01 feet to an iron pin, thence running with the line of property now or formerly belonging to C. S. Willingham, S. 48-38 E. 558.71 feet to an iron pin, thence with the line of property now or formerly belonging to Hovie and Ethel Edens S. 50-58 E. 483.08 feet to an iron pin, thence with the line of property now or formerly belonging to Edward J. Gray, S. 55-16 W. 210.55 feet to an iron pin, thence continuing with the line of property now or formerly belonging to Edward J. Gray, S. 51-10 E. 325.43 feet to nail and cap in Brushy Creek Road, thence with the center line of Brushy Creek Road, S. 57-41 W. 152.2 feet to a nail and cap, the beginning corner.

NOTE: MORTGAGEE agrees to release lots numbered 1 through 24, as shown on above referenced plat on the release price basis of \$5,000.00 per lot.

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

By: W. R. Orndt

0563

4328 RV-2