

FILED
GREENVILLE CO. S. C.
NOV 30 9 49 AM '76
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1384 PAGE 58



State of South Carolina)

COUNTY OF GREENVILLE)

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

WILLIAM C. NICHOLS AND MAZEL M. NICHOLS

(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 not include** 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 **ONE HUNDRED**

FORTY-ONE AND 61/100-----(\$ 141.61-----) 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 **30** 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, near the City of Greenville, on the southwestern side of Parker Road, designated as Lot No. 9, Block "C" of Hughes Heights Subdivision, and being as shown on a plat thereof recorded in the RMC Office for Greenville County in Plat Book "GG", at Pages 122 and 123, and having, according to said plat, the following metes and bounds, courses and distances:

BEGINNING at an iron pin on the southwestern side of West Parker Road at the joint corner of Lots Nos. 8 and 9, running thence along the line of Lot No. 8, S. 26-26 W. 244.2 feet to an iron pin on a service drive; thence along said service drive, N. 56-30 W. 75.6 feet to an iron pin; thence along the line of Lot No. 10, N. 26-26 E. 234.8 feet to an iron pin on West Parker Road; thence along said road, S. 63-34 E. 75 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of even date from Earl Russell Dalton, Jr., and Barbara Jean Dalton as recorded in the RMC Office for Greenville County in Deed Book 1046 at Page 999.

DOCUMENTARY
STATE
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