First Federal Savings & Loan Assoc P. O. Box 408 Greenville, South Carolina



## State of South Carolina

COUNTY OF

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GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

W. D. Flener and Judy L. Flener ----(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-Tour Thousand Six Hundred Fifty and No/100 ------(<sub>\$</sub>34,650.00 ----) 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 Two Hundred Seventyeight and 82/100 ------(5 278.82 ----) 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 Mortgagoe to the Mortgagor's account, and also in consideration of the sum of Three Dollars (53,00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling 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

ALL that piece, parcel or lot of land situate, lying and being on the eastern side of Overton Avenue, near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 12 of a subdivision known as Cedar Vale, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 000 at Page 13 and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Overton Avenue at the joint front corner of Lots 11 and 12 and running thence S. 70-47 E., 175 feet to an iron pin; thence S. 19-11 W., 100 feet to an iron pin at the joint rear corner of Lots 12 and 13; thence N. 70-47 W., 175 feet to an iron pin on Overton Avenue; thence with Overton Avenue N. 19-13 E., 100 feet to an iron pin, point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Wayne H. Harmon and Betty w. Harmon recorded in the R.M.C. Office for Greenville County in Deed Book 105 at Page 4 11 on the day of February, 1977.



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