Bey 408 FILED GREENVILLE CO. S. C.

IN 27 H 35 FM TO COMMIS S. TARKERGLEY R.M.C



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

DEE A. SMITH

(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 \$61,500.00

Sixty-One Thousand Five Hundred Dollars ----- (\$61,500.00)

Dollars as evidenced by Mortgagor's promissory note of even date herewith, which note does not 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 Five-Hundred

Fifty-three and 34/100 ------ (\$553.34) 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 20 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 (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or bereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, at the north-eastern intersection of Laurens Road and Sycamore Drive and being known and designated as tract \$1 on plat of property of Dee Smith Company, Inc. with said plat having been made by Dalton and Neves Co. Engineering bearing date of May 16, 1977 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an old iron pin at the north-eastern intersection of Laurens Road and Sycamore Drive, hence running with the north-eastern side of Laurens Road S37-20E., 68.45 feet to a nail and cap joint corner of tract 1 and tract 12; thence running with the joint line of said tracts N50-24E., 124.5 feet to a nail and cap the south-western edge of a 15 foot right of way separating tracts 1 and tract 3, thence running along south-western side of said right of way along the rear of tract 1 the following courses and distances, N39-33W., 52.5 feet to an iron pin; thence N71-15W., 74.85 feet to an iron pin on the south-eastern side of Sycamore Drive, thence running with the said Sycamore Drive S20-18W., 95.4 feet to an old iron pin, the point and place of beginning.

This being a portion of property here-to-fore conveyed to mortgagor by Sam Enterprises, a partnership with said deed being recorded in RMC Office for Greenville County Deed Book 1014 at page 160.

DOCUMENTARY

TAX

PB. 11218

2 4. 6 0

The same of the

5.00 A

Page 1

4328 RV.21

10

1D

O-