

FILED
GREENVILLE CO. S. C.
APR 6 10 49 AM '78
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGOR: First Federal Savings and Loan Asso.
P.O. Drawer 408
Greenville, South Carolina 29602



1428 133

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

We, Robert J. Koeberlein and Jeanne P. Koeberlein

Hereafter referred to as Mortgagee (SEND 5) GREETINGS:

WHEREAS, the Mortgagee 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 Fifty Seven Thousand Seven Hundred and No/100----- (\$ 57,700.00)

Dollars, as evidenced by Mortgagee'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 Four Hundred Sixty Four and 28/100----- \$ 464.28 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 thereon 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 thereon 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, 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, being and lying in the State of South Carolina, County of **Greenville, on the eastern side of Swindon Circle,** being shown and designated as Lot 141 on a plat of Sec. 2, Kingsgate, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5-D, at Page 23, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at a point on the southern side of Swindon Circle at the joint front corner of Lots 141 and 142 and running thence along the common line of said Lots S. 25-49 E. 135.2 feet to a point; thence along the common line of Lots 140 and 141 N. 64-13 E. 148.4 feet to a point on the eastern side of Swindon Circle; thence along Swindon Circle N. 19-00 W. 95.0 feet to a point; thence following the curve of the intersection N. 19-12 E. 39.5 feet to a point on the southern side of Swindon Circle; thence along the said Swindon Circle N. 57-23 E. 110.0 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Piedmont Land Co., Inc. recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1063, at Page 154 on August 22, 1977.

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