

GREENVILLE, S.C.  
JUL 3 1978  
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE

114-103



**State of South Carolina**

COUNTY OF GREENVILLE

**MORTGAGE OF REAL ESTATE**

To All Whom These Presents May Concern:

ERIC P. & MARIA H. THIESS

(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 **FORTY SIX THOUSAND EIGHT HUNDRED AND NO/100**----- (\$46,800.00 .....

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note has no 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 **THREE HUNDRED SEVENTY SIX AND 57/100**----- (\$ 376.57 ) 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 sum 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, known as Lot 6 and a portion of Lot 7 of Poinsettia Subdivision in the Town of Simpsonville, as shown on plat recorded in Plat Book BBB, at Page 103, and having, according to said plat, the following metes and bounds:**

**BEGINNING** at an iron pin on the western side of Poinsettia Drive, joint front corner of Lots 5, and 6, and running thence with the line of Lot 6, S. 72-29 W. 179.0 feet to an iron pin, joint rear corner of Lots 5 and 6; thence with the rear line of Lot 6, S. 16-10 E. 177.0 feet to an iron pin on the rear line of Lot 7; thence a new line through Lot 7, N. 73-27 E. 179 feet, more or less, to a point on the western side of Poinsettia Drive; thence with the western side of Poinsettia Drive, N. 16-31 W. 180 feet to the point of beginning.

The foregoing conveyance is subject to restrictions applicable to Poinsettia Subdivision, recorded in the Office of the R.M.C. for Greenville County in Deed Book 778, at Page 327.

This being the same property acquired by the Mortgagor by deed of Richard E. Greer to Eric P. and Maria H. Thiess, dated August 11, 1978, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1085 at Page 127.

RECORDED  
STAMP  
TAX \$18.72

9993

4328 RV.2