10

O-

Jul 22 11 40 AH 17 DONNIE S. TANKERSL OF GREENVILLE

State of South Carolina

COUNTY OF. Greenville

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

paid, to be due and payable ... 20 ... years after date; and

Rose R. Emory (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 Six Thousand and No/100-----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 et Fifty-Three and 99/100----- 53.99) 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

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 surns 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 hard well and truly paid by the Mortgagee 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 imprevements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of

All that certain piece, parcel or lot of land, together with all improvements thereon, situate lying and being on the Southwestern side of High Valley Boulevard near the City of Greenville, in the County of Greenville, State of South Carolina, being shown as Lot 42 on a Plat of Section I of Fresh Meadow Farms made by M. H. Woodward dated May 21, 1945 and recorded in the RMC Office for Greenville County in Plat Book S, Page 61 and having according to said Plat the following metes and bounds to wit:

BEGINNING at an from pin on the Southwestern side of High Valley Boulevard at the joint front corner of Lots 41 and 42 and running thence with the common line of said lots S. 72-55 W. 250 feet to an iron pin on the Eastern side of Brookview Drive; thence with the curve of said Brookview Drive, the chord of which is N. 27-03 W., 88 feet to an iron pin; thence with the common line of Lots 42 and 43, N. 72-55 E. 262.5 icer to an iron pin on the Southwestern side of High Valley Boulevard; thence with the Southwest side of said High Valley Boulevard S. 17-05 E. 87 feet to the point of beginning.



TOGETHER with all and singular the incident or appertaining, including all built to wall carpeting, fences and gates, and an it being the intention of the parties hereto

TO HAVE AND TO HOLD all and

The Mortgagor represents and warran the above described premises are free and vey or encumber the same; and that the M from and against the Mortgagor and every

THE MORTGAGOR COVENANTS

- 1. That the Mortgagor will promptly p times and in the manner therein provided.
- 2. That this mortgage will secure the Mortgagee, for the payment of taxes, or pul provisions of this mortgage, and also for at the authority of Sec. 45-55, 1962 Code of I interest at the same rate or rates as that pr demand of the Mortgagee, unless otherwise
- 3. That Mortgagor will keep the improagainst loss by fire, windstorm and other he companies acceptable to the Mortgagee, ar agrees that all such policies shall be held by Mortgagee; and in the event of loss, Mort Mortgagor at any time fail to keep said pre such improvements to be insured in the na hereinabove provided.
- 4. That the Mortgagor will keep all in so, the Mortgagee may, at its option, enter i repairs to the mortgage debt and collect i
- 5. That the Mortgagee may at any tir under the indebtedness secured hereby in a premiums are not otherwise paid, the Mor
- 6. That Mortgagor agrees to pay all due dates thereof and to exhibit the receipt gagor fail to pay such taxes and assessmen the amounts so paid to the mortgage debt
- 7. That if this mortgage secures a "c secured shall be disbursed to the Mortgago tions of a Construction Loan Agreement v
- 8. That the Mortgagor will not furth should the Mortgagor so encumber such primmediately due and payable and may in
- 9. That should the Mortgagor aliena the within mortgage indebtedness is not p assumption, furnish the Association with a rate on the loan balance existing at the tir nown rate per annum pennitted to be char be determined by the Association. The Ass ments, and will mail him a new passbook. Firagraph, the Mortgagee, at its option, m institute any proceedings necessary to colle
- 10. That should the Mortgagor fail to uppaid for a period of thirty (30) days, or the Mortgagee, or any stipulations set out Adress giving him thirty (30) days is wh said thirty days, the Mortgagee, may, at it for a lesser term to the maximum rate per increase rate us may be determined by the
- 11. That should the Mortgagor fail to a installment become past due for a period equal to fix (5%) per centum of any su delinquent payments.
- 12. That the Mortgagor hereby assigns the maligaged preinties, retaining the right about any part of the principal indebted may without notice or further proceeding collect sold rents and profits and apply than the rents and profits actually collect make all rental payments direct to the Montager of the sold profits actually collect make all rental payments direct to the Montager of the sold profits actually collect make all rental payments direct to the Montager of the sold profits actually collect make all rental payments direct to the Montager of the sold profits actually collect make all rental payments direct to the Montager of the sold profits actually collect make all rental payments direct to the sold profits actually collect make all rental payments direct to the sold profits actually collect make all rental payments direct to the sold payments. and should said premises at the time of si County Court or to any Judge of the Cour ment of a receiver with authority to take ing he cost of collection, to the mortgag
- 13. That the Mortgagee, at its option, rote secured hereby is fully paid, the follo ea 23 to the premiums that will next beco hazar? insurance covering the mortgaged the Mortgagee) less all sums already paid such premiums taxes, and assessments wi special assessments. Should these payment insurated premiums, the excess may be creased sums shall be insufficient to make sai Mort, ages any amounts necessary to make hereof. Mortgages may, at its option, app then remaining due on the mortgage del years of the term, or the Mortgagee may repay to Mortgagee such premium payme over the remaining payment period.

THE RESIDENCE OF THE PARTY OF T