

1994-005

State of South Carolina)

COUNTY OF GREENVILLE)

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

I, Joe V. Hayes, of Greenville County,

(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 Thousand and No/100----- (\$30,000.00)

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 Fifty-One and 76/100----- 251.76) 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 25 years after date, and

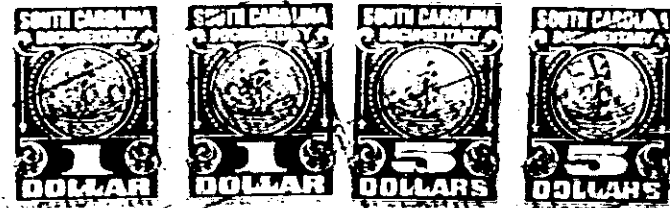
WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out 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 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, Paris Mountain Township, on the southern side of Reid School Road and Roberts Road, being a portion of Lot No. 16, all of Lot No. 17, and a portion of Lot No. 18 of a subdivision of the property of the J. H. Roberts Estate as shown on a plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book W, at Page 67, and also being shown as a 1.07 acre tract on a plat of the property of Joe V. Hayes, prepared by Van T. Cribb, R. L. S., February 7, 1975, and having, according to the last mentioned plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Roberts Road at the corner of other property belonging to Pebble Creek Development, and running thence along the line of that property, S. 35-56 W. 200.00 feet to an iron pin; thence N. 64-54 W. 203.01 feet to an iron pin; thence along the line of other property belonging to Pebble Creek Development, N. 12-21 E. 180.94 feet to an iron pin on the southern side of Reid School Road; thence along the southern side of Reid School Road, S. 72-04 E. 72.00 feet to an old iron pin; thence continuing along the southern side of Reid School Road and Roberts Road, S. 72-37 E. 120.34 feet to an old iron pin; thence along the southern side of Roberts Road, S. 61-36 E. 90.00 feet to an iron pin, the point of beginning.



4328 RV-2