

11-18-11-1955

CITY OF GREENVILLE



## State of South Carolina

COUNTY OF GREENVILLE

## MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern: W. F. Shivers, Sr.

----- (hereafter 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 Mortgagor, in the sum of

**Thirty Thousand Four Hundred and No/100----- (\$ 30,400.00)**

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 at the rate or rates the sum specified in installments of

**Two Hundred**

Thirty Nine and 17/100----- \$239.17 Dollars each on the first day of each month thereafter, or 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 balance, 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 Mortgagor, or any stipulations contained 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 collateral given to secure same, for the purpose of collecting said principal sum and interest, with costs and expenses for proceedings, and

WHEREAS, the Mortgagor has deposited funds indebted to the Mortgagor for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, and for any other purpose.

NOW KNOW ALL MEN, That the Mortgagor, in consideration of said note and to secure the payment thereof and any further sum which may be advanced to the Mortgagor by the Mortgagor's agent, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor, and well and truly paid to the Mortgagor at and before the writing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and delivered, and by these presents does grant, bargain, sell and release unto the Mortgagor its successors and assigns, the following described real estate,

All that certain piece of land, with all improvements thereon, bounded to the west by Arbutus Trail, lying and being in the State of South Carolina, County of Greenville, on the northwestern side of Arbutus Trail, being known and designated as Lot 40 on plat of Sec. A, Elletson Acres, made by Woodward Engr., Sept., 1955, recorded in the P.M.C. Office for Greenville County, South Carolina in Plat Book EE, at Page 161, and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on the northwestern side of Arbutus Trail at the joint front corner of Lots 39 and 40 and running thence along the common line of said Lots N. 54-35 W. 141 feet to a point; thence following creek as the line N. 35-06 E. 110 feet to a point; thence along the common line of Lots 40 and 41 S. 47-44 E. 170 feet to a point on the northwestern side of Arbutus Trail; thence along the said Arbutus Trail S. 50-36 W. to the point of beginning.



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