

FILED
GREENVILLE CO. S. C.

BOOK 1353 PAGE 468

JUN 13 2 22 PM '77

BUNNIE S. TANKERSLEY
REC'D.



State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

T. Walter Brashier

(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
Ninety-seven thousand five hundred and no/100----- (\$ 97,500.00)

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 Nine Hundred
Twenty-four and 82/100----- (\$ 924.82-----) 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 20 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, and being on the western side of S. C. Highway 14 and being shown on plat prepared by Jones Engineering Service for T. Walter Brashier; said plat dated July 23, 1975, and being recorded in the R. M. C. Office for Greenville County in Plat Book 507 at page 11 and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of State Highway 14 at the joint front corner of the subject property and Tract B; thence with the joint line of said tracts, N. 51-41 W., 256.7 feet to an iron pin; thence S. 32-52 W., 322 feet to an iron pin; thence S. 56-22 E., 250 feet to an iron pin on the western side of State Highway 14; thence with the State Highway 14, N. 33-24 E., 43.3 feet to an iron pin; thence continuing with the said highway N. 34-54 E., 99.5 feet to an iron pin; thence continuing with said highway N. 33-49 E., 99.5 feet to an iron pin; thence N. 32-51 E., 58.7 feet to an iron pin, the point of beginning.

ALSO:

Mortgagor grants to Mortgagee an easement appurtenant to run with the above described land for the use of water from a well located on additional property of Mortgagor; said well lies some 350 feet south of the southern boundary of the above described property, and is located on property described in a mortgage recorded in the R. M. C. Office for Greenville County in Mortgage Book 1344 at page 482. This grant of easement by the Mortgagor includes in the Mortgagee through its use of the dominant tenement the right to use the existing or establish water lines to said well on the servient tenement and to maintain said lines, the well and all plumbing apparatus necessary in furnishing the above described property with water. This easement is to be an appurtenant easement for commercial purposes and is freely transferable by Mortgagee in the event foreclosure occurs. This conveyance of easement is, however, subject and subordinate to a mortgage over the servient tenement which is held by Fidelity Federal Savings & Loan Association and recorded in the R. M. C. Office for Greenville County in Mortgage Book 1344 at page 482.



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