

MAY 11 1978

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DONNIE S. TANKERSLEY
S.H.C.

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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To All Whom These Presents May Concern:

William E. Lybrand and Jean H. Lybrand

(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 Mortgagor) on the full and just sum of -----
Fifteen Thousand Seven Hundred Fifty and No/100----- (\$ 15,750.00)

Dollars as evidenced by Mortgagor's promissory note of even date herewith which note **does not contain** a provision for escalation of interest rate (paragraph 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 therein specified in installments of **One Hundred Forty-**
One and 71/100----- \$ 141.77) 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 Mortgagor, 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 collateral 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 Mortgagor 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 Mortgagor 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 to the Mortgagor at and before the sealing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained sold and released, and in these presents does grant, bargain sell and release unto the Mortgagor 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, on the southern side of Rosewood Way (formerly Sevier Street) and being known and designated as Lot No. 12 on a plat entitled "M. C. Green Property" recorded in the RMC Office for Greenville County in Plat Book W at Page 5 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of Rosewood Way (formerly Sevier Street) joint front corner of Lots 11 and 12 and running thence with the southern side of said Street, S.82-13 E. 110 feet to an iron pin; thence S.07-47 W. 330 feet to an iron pin; thence N.70-40 W. 112.25 feet to an iron pin; thence with the common line of Lots 11 and 12, N.07-47 E. 307.5 feet to the point of beginning.



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