

GREENVILLE CO. S.C.

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DONNIE S. TANKERSLEY
R.M.C.

BOOK 1339 PAGE 200



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

W. Gregory Horton and Thomas J. Warwick, d/b/a Piedmont Enterprises, a
General Partnership

(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

Fifty-Five Thousand and No/100----- (\$ 55,000.00)

Dollars, as evidenced by Mortgagee'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 therein specified in installments of **Four Hundred**

Ninety-Four and 85/100----- (\$ 494.85) 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

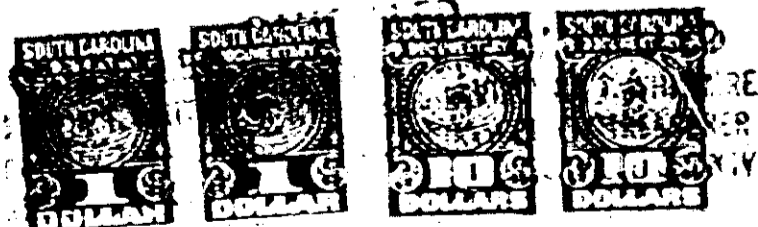
WHEREAS, the Mortgagee may hereafter become indebted to the Mortgagor for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose,

NOW KNOW ALL MEN, That the Mortgagor, in consideration of and debt and to secure the payment thereof and any further sums which may be advanced to the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagee in hand well and truly paid by the Mortgagor 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**, on the northwest side of U. S. Highway No. 29 North, and being shown and designated on a plat of the Property of Dr. T. L. Martin and Grace M. Phillips, prepared by C. O. Riddle, R.L.S., dated May 27, 1966, and recorded in the R.M.C. Office for Greenville County in Plats Book JJJ, at Page 91, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of U. S. Highway No. 29, also known as Wade Hampton Boulevard, at the joint corner of property now or formerly belonging to Irene D. Ducker, and running thence N. 47-00 W. 89.2 feet to an iron pin; running thence N. 16-33 W. 69 feet to an iron pin on the right of way of W. Lee Road; thence with the edge of said right of way, S. 73-04 W. 40.3 feet to an iron pin; thence S. 12-12 E. 68 feet to an iron pin; thence N. 54-27 E. 3.2 feet to an iron pin; thence S. 47-00 E. 112.5 feet to an iron pin on the northerly side of U. S. Highway No. 29; thence along said Highway, N. 43-00 E. 35.55 feet to the point of beginning.

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