8000 1380 HO 605

10

O·



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

-----FOOTHILLS DELTA P, INC.-----

(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-Nine Thousand, Two Hundred and No/100----- (\$ 39,200.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note 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 . Three Hundred

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpile 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 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 by the Mortgagoe at and before the scaling 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 Mortgagoe, 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, in the City of Mauldin, being known and designated as Lot No. 41 on plat of Forrester Woods, Section 7, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5-P, at pages 21 and 22, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the southeastern side of Piney Grove Road, joint front corner of Lots Nos. 40 and 41, and running thence with the line of said lots, S. 78-20 E., 152.5 feet to an iron pin, joint rear corner of said lots; thence with the rear line of Lot No. 41, S. 23-45 W., 115 feet to an iron pin, joint rear corner of said Lots Nos. 41 and 42; running thence with the joint line of said lots, N. 78-39 W., 129.3 feet to an iron pin in the southeastern side of Piney Grove Road; thence along the southeastern side of said road, N. 12-06 E., 115 feet to an iron pin, point and place of beginning.

Being the same property conveyed to Mortgagor herein by deed of W. D. Yarborough, dated October 15, 1976, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1044, Page 675, on October 15,1976.

DOCUMENTARY
STAMP
TAX
RELIES TAX
RELIES TAX
RELIES TAX

00.50

3

U)

Page 1