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State of South Carolina

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

JOHN W. CAULEY

(hereinaster 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 EIGHT THOUSAND EIGHT HUNDRED ---

(\$ 38,800.00

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

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 surns which may be advanced by the Mortgagoe 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 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 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, being known and designated as Lot No. 43 as shown on a plat of PINE BROOK FOREST Subdivision according to a plat prepared by Charles K. Dunn, Surveyor, said plat being recorded in the RMC Office for Greenville County, South Carolina in plat book 4 X at pages 48 & 49, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northwest side of Pine Wood Drive, joint front corner of Lots 42 & 43, and running thence with the joint line of said lots N. 62-54 W. 150 feet to an iron pin; thence turning S. 32-20 W. 80 feet to a point; thence S. 57-03 W. 40 feet to an iron pin joint rear corner of Lots 43 & 44; thence with the joint line of said lots S. 58-49 E. 152 feet to an iron pin on the northwest side of Pine Wood Drive; thence with the northwest side of said Drive N. 32-11 E. 140 feet to the point of beginning.

This lot was conveyed to mortgagor by OAK, INC. by deed dated 9/2/75 recorded 9/9/75 in deed vol. 1023 page 869 of the RMC Office for Greenville County, S. C.

3.00 **™**

First Federal Savings and Loan Association PO Drawer 408 Greenville, S. C. 29602

