900x 1384 PAGE 977



## State of South Carolina

301 College St., Greenville, S.C. 29601

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

76

To All Whom These Presents May Concern:

WALTER DIEHL AND MARGARET B. DIEHL

(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 FIVE THOUSAND AND NO/100 ----- (\$ 35,000.00 )

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 TWO 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 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

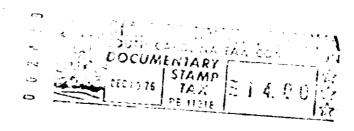
WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose:

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 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. 9 on a Plat of Woodall Subdivision prepared by C.O. Riddle, Surveyor, dated January 8, 1976 and recorded in the RMC Office for Greenville County in Plat Book 5P at page 12 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of the Camelot Drive cul-de-sac at the joint front corner of Lots 9 and 10 and running thence with the joint line of Lots 9 and 10, S. 17-28 E., 137 feet to an iron pin; thence S. 44-47 W., 111.6 feet to an iron pin; thence N. 37-26 W., 144.2 feet to an iron pin at the joint rear corner of UN Lots 8 and 9; thence with the joint line of Lots 8 and 9, N. 37-34 E., 130.7 feet to an iron pin on the Camelot Drive cul-de-sac; thence with the curve of said cul-de-sac, the chord being S. 79-57 E., 46.2 feet to an iron pin, being the point of beginning.

This is a portion of that property conveyed to the mortgagor by Deed of Franklin Enterprises, Inc., dated December 2, 1976 recorded in the RMC Office for Greenville County in Deed Book 1039 at page 120.



Page 1

0 9 7

April 1, supplied

Security of Superior

8 RV-2