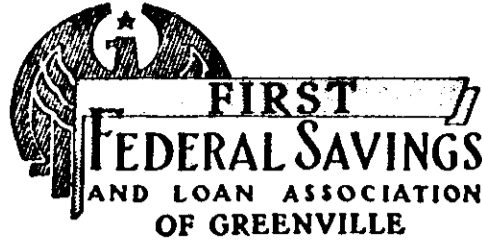


301 College Street  
Greenville, S. C.

1387 317

FILED  
GREENVILLE CO. S. C.  
MAY 4 09 PM '77  
LORNE S. TANNER-SLOAN  
RMC



**State of South Carolina**

COUNTY OF Greenville

**MORTGAGE OF REAL ESTATE**

To All Whom These Presents May Concern:

A. George Day, Jr. and Betty E. Day

(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 **FORTY-SIX THOUSAND SEVEN HUNDRED AND NO/100-----** (\$ **46,700.00** )

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 **THREE HUNDRED SEVENTY-FIVE AND 77/100-----** (\$ **375.77** ) 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 **30** 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 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 Mortgagee 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 Mortgagee 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

ALL that piece, parcel or lot of land in the County of Greenville, State of South Carolina being known and designated as Lot No. 54 on a plat of Pine Brook Forest Subdivision according to a plat prepared by Charles K. Duncan, Surveyor, said plat being recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4X at pages 48 and 49 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Pine Wood Drive, joint corner of Lots Nos. 53 and 54; running thence with the joint line of said lots N. 78-21 E. 130.7 feet; thence S. 47-02 E. 150.2 feet to an iron pin on the eastern side of Cannon Circle; running thence with the eastern side of Cannon Circle S. 73-25 W. 111.7 feet to a point at the intersection of Cannon Circle and Pine Wood Drive; running thence through said intersection the chord of which is S. 25-28 W. 25 feet to an iron pin on the northern side of Pine Wood Drive; running thence on the norther side of Pine Wood Drive S. 16-25 E. 130.3 feet to the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of Joe E. Hawkins Enterprises, Inc., dated January 14, 1977, recorded in Deed Book 1049 at page 212 in the RMC Office for Greenville County, South Carolina.

DOCUMENTARY  
STAMP  
1368  
RMC

4328 RV-2