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Lot 80 First Day Street, Canterbury Subdivision

FILED GREENVILLE CO. S. C.

TEB 2 10 56 AP TO DONNIE S. TANKERSLEY



State of South Carolina

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Jimmy Lee Harbin and Martha W. Harbin

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

Thousand, Seven Hundred fifty Dollars and NO/100---- (\$ 32,750.00)

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

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, bring and being in the State of South Carolina, County of Greenville, on the North side of Fourth Day Street and the East side of First Day Street and being known and designated as Lot No. 80 as shown on a plat entitled "Canterbury Subdivision, Section II", prepared by Heaner Engineering Co., Inc. Dated July 17, 1972, and subsequently revised through March 31, 1976 which plat is recorded in the RMC Office in plat Book 5P at page 32, and having, according to said plat, the following metes and bounds:

Beginning at an iron pin on the North side of Fourth Day Street, at the joint corner of Lots Nos. 79 and 80 and runs thence with the line of Lot 79 N. 43-29-10 E. 138.6 feet to an iron pin; thence along the line of Lot 81 N. 62-17-52 W. 126.05 feet to an iron pin on the East side of First Day Street; thence along First Day Street S. 36-18 W. 85.23 feet to an iron pin at the intersection of First Day Street and Fourth Day Street; thence with the intersection of said Streets S. 07-64-23 E. 34.79 feet to an iron pin on the North side of Fourth Day Street; thence along Fourth Day Street S. 47-23-29 E. 82.83 feet to the beginning corner:

This being the same property conveyed to the Mortgagor by deed of The Fortis Corporation (formerly Fortis Enterprises, Inc.), of even date, to be recorded herewith.

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