

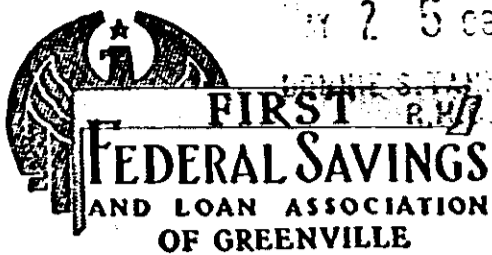
First Federal Savings & Loan Association
301 College Street
Greenville, S. C.

GREENVILLE CO. S. C.

1977 MAR 3 11

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JOHN S. TANKERSLEY



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Charles Joss and Janice Joss (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-eight Thousand and No/100 (\$ 38,000.00)

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 Ninety-eight and 95/100 (\$ 298.95) 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, with improvements thereon, situate, lying and being on the eastern side of Rockmont Road near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 149, Section II on plat of property of Lake Forest, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book GG at Page 77 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Rockmont Road at the joint front corner of Lots 149 and 150 and running thence with the line of Lot 150, N. 77-03 E., 274.8 feet to an iron pin; thence S. 13-55 E., 154.5 feet to an iron pin; thence S. 33-48 E., 26.3 feet; thence S. 80-36 W., 264.6 feet to an iron pin at the curve of the intersection of Rockmont Road; thence with the curve N. 53-45 W., 37.6 feet to an iron pin; thence with Rockmont Road N. 12-06 W., 135 feet to the point of beginning.

ALSO: ALL that piece, parcel or lot of land situate, lying and being on the northern side of a street having no name near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as a portion of Lot 65 on plat of McSwain Gardens prepared by C. O. Riddle recorded in the R.M.C. Office for Greenville County in Plat Book 4L at Page 115 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the northern side of a street having no name at the joint front corner of property shown as Lake Forest Subdivision and running thence with the line of Lake Forest Subdivision N. 33-54 W., 26.3 feet to an iron pin; thence N. 13-42 W., 252.2 feet to an iron pin; thence N. 64-45 E., 79.2 feet to an iron pin in the center of a branch; thence with the branch as the line in a southeasterly direction 231.2 feet to an iron pin on the northern side of an unnamed road; thence with said road, S. 42-15 W., 114.8 feet to an iron pin, point of beginning.

This is the same proerty conveyed to the Mortgagors herein by deed of John V. C. Weller and Vivien R. Weller recorded in the R.M.C. Office for Greenville County in Deed Book 1055 at Page 837 on the 3 day of 1977.

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