

Box 408 Greenville, S. C. 29602

## State of South Carolina

COUNTY OF

**GREENVILLE** 

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

WAYNE L. STEBBINS AND JULIA K. STEBBINS

(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 ------ (s 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 Three Hundred

paid, to be due and pavable 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 Mortzagor 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, insurince premoins, 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 Mortgagor is 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 Mortgagor at and before the scaling 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, on the southeastern corner of the intersection of Chantilly Drive with Botany Road, being known and designated as Lot No. 53 on a plat of BOTANY WOODS, SECTOR II made by Piedmont Engineering Service dated July 1959 recorded in the RMC Office for Greenville County, South Carolina in Plat Book QQ at page 79, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Botany Road at the point front corners of Lots Nos. 52 and 53; and running thence with the common line of said lots, S. 83-25 E., 130.0 feet to an iron pin; thence N. 21-14 E., 142.6 feet to an iron pin on the southern side of Chantilly Drive; thence with the southern side of Chantilly Drive, N. 70-38 W., 90.0 feet to an iron pin; thence continuing with the southern side of Chantilly Drive, N. 79-04 W., 65.0 feet to an iron pin; thence with the curve of the intersection of Chantilly Drive and Botany Road, the chord of which is  $\frac{1}{2}$ S. 50-51 W., 32.0 feet to an iron pin on the eastern side of Botany Road; thence along the eastern side of Botany Road, S. 0-47 W., 85.0 feet to an iron pin; thence continuing with the eastern side of Botany Road, S.6-15  $\mathfrak{P}^{\mathfrak{M}}$  W., 55.0 feet to an iron pin, the point of BEGINNING.

The above described property is the same conveyed to the mortgagors herein by deed of Wilber O. Weir and Barbara S. Kepple (now known as Barbara S. Weir), to be recorded herewith.

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