

State of South Carolina

COUNTY OF. GREENVILLE MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

FOOTHILLS DELTA P., INC.

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

nine hundred fifty & 00/100-----(\$51,950.00_)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith which note 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

Four hundred eighteen & 02/100----- (5 418.02) 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 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 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,

ALL that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 91 on the western side of Spring Hill Drive, shown on plat of Holly Tree Plantation thereof, prepared by Enwright Associates, Inc., Engineers, dated May 31, 1973, which plat is of record in the RMC Office for Greenville County, S.C., in Plat Book 4 X, at page 37, and having according to said plat the following metes and bounds description;

BEGINNING at an iron pin on Western side of Spring Hill Drive, bearing thence with Spring Hill Drive N.32-34 W., 115.9 feet to a point of intersection of Spring Hill Drive and Meaway Court, running thence with the radius of Meaway Court the following: N.82-18-31 W.,42.17 feet; thence S.61-39-59 W., 58.57 feet; thence S. 56-0W, 50 feet to an iron $\overline{\gamma}$ pin of joint front corner of Lots 90 and 91; thence with joint line of said lots S. 32-03 E., 136.91 feet to joint rear corner of said lots; thence N. 51-43 E., 129.32 feet to an iron pin to the point and place of

This is the same property conveyed to the Mortgagor herein by Deed of Holly Tree Plantation, dated March 8, 1978, recorded in the RMC Office for Greenville County, S.C., in Deed Book 1075 at page 117.

W. C. Marketon