

P. O. Box 408
Greenville, S. C.

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GREENVILLE CO. S.
APR 30 4 22 PM '78
DENNIE S. TANKERSLEY
R.M.C.

BOOK 1436 PAGE 911



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

ROBERT J. DILLOWAY AND MARIAN M. DILLOWAY

(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 **Three Hundred Five and 76/100-----** (\$ 305.76) 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 **Greenville**, being known and designated as **Lot No. 118** of a subdivision known as **Canebrake I** as shown on plat thereof prepared by **Erwright Associates** revised **October 3, 1975**, and recorded in the R/C Office for **Greenville County, South Carolina**, in **Plat Book 5-P**, at **page 28**, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of **Bunker Hill Road**, joint front corner of **Lots No. 118 and 199** and running thence with the joint line of said lots **S. 36-41 E. 153.89 feet** to an iron pin at the corner of **Lot 126**; thence with the line of **Lot 126 S. 50-00 W. 75 feet** to an iron pin at the corner of **Lot 127**; thence with the line of **Lot 127 S. 61-00 W. 25 feet** to an iron pin joint rear corner **Lots No. 117 and 118**; thence with joint line of said lots **N. 29-32 W. 158.73 feet** to an iron pin on the southeastern side of **Bunker Hill Road**; thence with said lot in a northeasterly direction an arc distance of **80.02 feet** to the beginning corner (the radius being **1046.66 feet**.)

This is the same property conveyed to the Mortgagors herein by **J. A. Bolen** as Trustee for **James W. Vaughn and J. A. Bolen and College Properties, Inc.**, trading as **Batesville Property Associates, II** by deed of even date recorded herewith.

