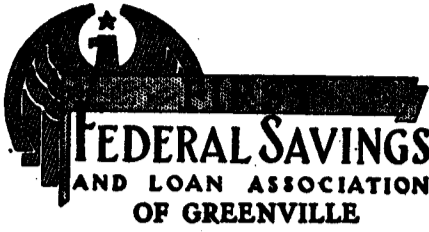


BOOK 709 PAGE 529

FILED GREENVILLE CO. S. C.

APR 8 10 09 AM 1957

OLLIE F. WORTH R.M.C.



State of South Carolina

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

We, Willie May J. Swilling and Fred L. Swilling, of Greenville County,

SEND GREETINGS:

WHEREAS, I/we the aforesaid mortgagor(s) in and by my/our certain promissory note, in writing, of even date with these presents am/are well and truly indebted to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF GREENVILLE, in the full and just sum of Four Thousand, Three Hundred and no/100 - - - - -

(\$ 4,300.00) Dollars, or for future advances which may be made hereunder, from time to time, up to and including the maximum amount named herein, such advances to be repaid so as to be completed within the terms of the original contract, and so long as the monthly payments set out in the note are paid according to contract, this loan shall not be deemed delinquent by reason of said advances, with interest at the rate specified in said note,

(the terms of which are incorporated herein by reference) to be repaid in installments of Forty-Three and no/100 - - - - - (\$ 43.90 - - - - -) Dollars

upon the first day of each and every calendar month hereafter in advance, until the full principal sum, with interest has been paid, said monthly payments shall be applied first to the payment of interest, computed monthly on the unpaid balance, and then to the payment of principal. The last payment on this mortgage, if not sooner paid, will be due and payable Eleven-7/12 years after date. The 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 (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note, shall, at the option of the holder, become immediately due and payable, and the holder may sue thereon and foreclose this mortgage; said note further providing for ten (10%) per centum attorney's fee beside all costs and expenses of collection, to be added to the amount due on said note, and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That I/we, the said mortgagor(s) in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, according to the terms of said note, and also in consideration of the further sum of Three Dollars to me/us the said mortgagor(s) in hand well and truly paid by the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, at and before the signing of these presents (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Greenville Township, being known and designated as Lot No. 9 of Block 1 as shown on plat of property of H. K. Townes known as Highland recorded in Plat Book K, pages 50 and 51, R. M. C. Office for Greenville County, and being more particularly described, according to a plat of Pickell & Pickell, Engineers, dated April 14, 1948 as follows, to-wit:

"BEGINNING at an iron pin on the east side of Florida Avenue Front corner of Lots Nos. 9 and 10; thence with said avenue, N. 22-10 W. 60 feet to an iron pin; thence with line of Lot No. 8 N. 67-50 E. 233.5 feet to an iron pin; thence S. 9-15 E. 61.35 feet to an iron pin; thence with line of Lot No. 10, S. 67-50 W. 220.8 feet to the beginning; and being the same property conveyed to us by W. Thomas Patton by deed dated May 15th, 1951, and recorded in the R. M. C. Office for Greenville County in Deed Vol. 434, at Page 478."

WILLIE MAY J. SWILLING
FRED L. SWILLING
Dennis W. Boone
[Signature]

Dec. 1956
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