OLLIE FARNSWORTH R. M.O. BOOK 1032 PAGE 175



## State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Jack E. Shaw Builders, Inc., a South Carolina corporation with its principal place

of business in Greenville, S. C. (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

Twenty-One Thousand, Five Hundred and No/100-1066----(\$ 21,500.00 ) Dollars, as evidenced by Mortgagor's promissory note of reports because herewith? said note to be repaid with interest at the rate

therein specified in installments of One Hundred Thirty-Eight and 54/100----(\$ 138.54 ) 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 25 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 such 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 Mortgagoe 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 16 of a subdivision of Botany Woods according to a plat entitled "Revision of Lots 16 and 17 of Plat of Botany Woods, Inc.", dated May 14, 1966 and prepared by Piedmont Engineers and Architects, being recorded in the R. M. C. Office for Greenville County in Plat Book MMM at Page 125 and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the southern side of McKinney Lane, joint front corner of Lots 16 and 17 according to the revised plat referred to above and running thence with the joint line of said lots, S. 43-40 W. 225 feet to an iron pin; thence S. 47-31 E. 125.4 feet to an iron pin; thence N. 72-39 E. 281.5 feet to an iron pin on the western side of McKinney Lane; thence with McKinney Lane, the following courses and distances: N. 30-32 W. 80.5 feet to a point, N. 56-10 W. 55 feet to a point, N. 59-19 W. 135 feet to a point, N. 55-20 W. 3.9 feet to an iron pin, joint front corner of Lots 16 and 17, the point of beginning; being a portion of the property conveyed to the mortgagor by Botany Woods, Inc. by deed dated February 7, 1966 and recorded in the R. M. C. Office for Greenville County.

The within mortgage does not constitute a new debt but is given to secure an indebtedness evidenced by mortgage note in the original sum of \$21,500.00, dated March 1, 1966. The original mortgage securing said indebtedness is dated March 1, 1966 and is recorded in the R. M. C. Office for Greenville County in Mortgage Book 1024 at Page 199. Said mortgage is to be satisfied of record and the within mortgage is to be substituted in lieu thereof. The reason for substituting the within mortgage for the original mortgage is for the purpose of changing the boundary line between Lots 16 and 17 on McKinney Lane.

SATISFIED AND CANCELLED OF RECORD

1966

Ollie Farns vorth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 1:09 O'CLOCK P. M. NO. 1010