

FILED
GREENVILLE CO. S. C.

AUG 21 1 13 PM '08

OLLIE FARNSWORTH
R. H. C.



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Jack E. Shaw Builders, Inc.

(Hereinafter referred to as Mortgagor) SENDS 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 Two Thousand and No/100----- (\$ 32,000.00)
Dollars, as evidenced by Mortgage's promissory note of even date herewith, said note to be repaid with interest at the rate

therein specified in installments of Two Hundred Forty Six and 99/100---- (\$ 246.99)
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 the 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 collateral given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for such proceedings; and

WHEREAS, the Mortgagee may hereafter become indebted to the Mortgagor for such further sums as may be advanced to the Mortgagee's account for the payment of taxes, fire-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 Mortgagee in and for well and truly paid by the Mortgagor at and before the sealing of these presents, the receipt whereof is hereby acknowledged, his general, bargained, sold, released, and by these presents does grant, bargain, sell and convey 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, located on the southeastern corner of the intersection of Donington Drive and Lambourn Way, and being shown and designated as Lot 65 on a plat of Kingsgate by Piedmont Engineers and Architects, recorded in the RMC Office for Greenville County in Plat Book WWW, Pages 44 and 45, and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on the south side of Donington Drive, joint corner of Lots 61 and 65, and running thence along the common line of said Lots S. 23-39 E. 179.5 feet to a point; thence N. 65-07 E. 47.5 feet to a point; thence along the line of Lot 64 N. 73-45 E. 164.2 feet to a point on the eastern side of Lambourn Way; thence along the eastern side of Lambourn Way N. 16-45 W. 15.0 feet to a point; thence still with Lambourn Way N. 19-17 W. 100.0 feet to a point at the curve of the intersection of Lambourn Way and Donington Drive; thence with the curve of said intersection, the chord of which is N. 20-41 E. 36.2 feet, to a point on the south side of Donington Drive; thence with the south side of Donington Drive N. 60-39 E. 152.4 feet to a point; thence N. 60-29 E. 22.6 feet to the point of beginning.

THE MORTGAGOR'S PROMISSORY NOTE REFERRED TO ABOVE, CONTAINS, AMONG OTHER THINGS, A PROVISION FOR AN INCREASE IN THE INTEREST RATE