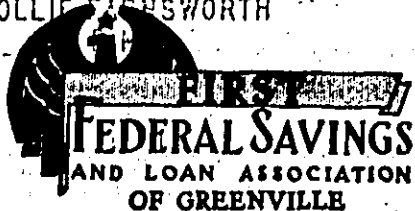


FILED
GREENVILLE CO. S. C.

OCT 27 12 51 PM '70

BOOK 1170 PAGE 495

OLLIE TASHWORTH



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

We, George J. Scarr and Lillian H. Scarr, of Greenville County

(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

Two Hundred Twenty Thousand and No/100----- (\$ 220,000.00)

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 Two Thousand

Two Hundred Thirty-One and 40/100----- (\$ 2,231.40) 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 15 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, in the City of Greenville, on the southwest side of Augusta Road and the eastern side of West Faris Road, being shown as the greater portion of Lot No. 7 and a small portion of Lot No. 8 on a plat of Augusta Circle made by R. E. Dalton, Engineer, November, 1921, and recorded in the R. M. C. Office for Greenville County in Plat Book F, at Page 23 (also recorded in Plat Book E, at Page 227) and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwest side of Augusta Road at the joint front corner of Lots Nos. 7 and 8 and running thence with the line of Lot No. 8, S. 30 W, 203.6 feet, more or less, to an iron pin in the line of a lot heretofore conveyed by the mortgagors to R. E. Fincher; thence along the line of the Fincher lot, S. 59-11 E. 47 feet, more or less, to an iron pin; thence continuing along the rear line of the Fincher lot, S. 34-36 E. 70.5 feet to an iron pin; thence continuing along the line of the Fincher lot, N. 55-18 W. 105.8 feet to an iron pin on the eastern side of West Faris Road; thence along the eastern side of West Faris Road, S. 20-16 W. 51.75 feet to an iron pin at the corner of Lot No. 9; thence S. 55-15 E. 152.6 feet to an iron pin at the rear corner of Lot No. 6; thence along the line of that lot, N. 30 E. 321.5 feet to an iron pin on the southern side of Augusta Road; thence along the southern side of Augusta Road, in a northwesterly direction, 100 feet to the beginning corner; being portions of the property conveyed to the mortgagors by J. P. Whatley, et al. by deed recorded in the R. M. C. Office for Greenville County in Deed Vol. 578 at Page 467 and also by J. Guy Cothran by deed recorded in said R. M. C. Office in Deed Vol. 621, at Page 47.

ALSO: All the right, title, and interest of the mortgagor, George J. Scarr, the same being a leasehold interest, in and to the following described real estate:

All that certain piece, parcel or lot of land lying and being at the southeasterly corner of the intersection of Augusta Road and West Faris Road, in the City of Greenville, South Carolina, and having, according to a plat entitled "Property Leased by George J. Scarr" made by J. C. Hill on March 22, 1961, the following metes and bounds:

BEGINNING at a nail and cap at the southeasterly corner of the intersection of Augusta Road and West Faris Road, S. 20-16 219.33 feet to a nail and cap; thence S. 60-21 E.

(continued on next page)

Page 1