

FILED
GREENVILLE CO. S. C.

MAR 19 5 59 AM '73

BOOK 1321 PAGE 303

DOMINIC TANKERSLEY
P.C.



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Ellen May Oliver

(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 -----

Fifty-eight thousand five hundred and no/100----- (\$ 58,500.00)

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 **Six hundred twenty-**

eight and 66/100----- (\$ 628.66) 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 northern side of Laurens Road, as shown on a plat of Property of W. V. Haas made by T. H. Walker, RLS No. 3182, made on October 23, 1972; parcel to be mortgaged hereunder is a portion of that property shown on the plat aforementioned. The metes and bounds of said parcel to be mortgaged are as follows:**

BEGINNING at a point on the northern side of Laurens Road, said point being 69.75 feet east of the intersection of Rector Avenue and Laurens Road and running thence N. 32-37 E. 200 feet to a point; thence turning and running S. 56-05 E. 84.1 feet to a point on the line of property now or formerly of Piedmont Nursing Center; thence turning and running S. 33-52 W. 200 feet to a pole on Laurens Road; thence turning and running with said Laurens Road N. 56-08 W. 79.75 feet to the point of beginning.

ALSO: This mortgage shall constitute a lien over a certain right of way of ingress and egress 20 feet wide along the eastern boundary of the property owned by Mortgagor. The metes and bounds of said right of way of ingress and egress are as follows:

BEGINNING at an old iron pin on Paine Street Extension, said pin being 161.3 feet north-east of a nail and cap located at the southeastern intersection of said Paine Street Extension with Rector Avenue as shown on said aforementioned plat and running thence S. 33-52 W. 99.9 feet to a point; thence turning and running N. 56-05 W. 20 feet to a point; thence turning and running N. 33-52 E. 99.9 feet, more or less, to a point on Paine Street Extension; thence turning and running with said Paine Street Extension S. 56-08 E. 20 feet, more or less, to the point of beginning, an old iron pin.



0303

4328 RV-2J