FILED GREENVILLE CO. S. C.

V

S

Acc 5 | 1 18 AH '77

DONNIE S. TANKERSLEY R.H.C.



## State of South Carolina

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Devenger Road Land Company, a partnership

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

to be due and payable 18 MOS most 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 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 Mortgagoe at and before the scaling 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 Mortgagoe, 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 the following lots shown on plat of Devenger Place, Section VI, recorded in the RMC Office for Greenville County in Flat Book <u>5F</u> at page <u>2</u>: Lots 59, 66, and 67.

Also: All those two lots of land in said County and State, being shown as Lots 288 and 289 on plat of Devenger Place, Section VIII, recorded in Plat Book 5F at page 4 in the RMC Office for Greenville County.

Also: Lots 10, 11, 12, 13, 14, 15, 23, 24, 25, 26, 27, 28, 41, 40, 39, 38, 37, 51, 52, 70, and 71 as shown on plat of Devenger Place, Section VII, recorded in the RMC Office for Greenville County in Plat Book  $\overline{5P}$  at page  $\overline{\phantom{9}}$ .

Derivation: Being the same property conveyed to the mortgagor by deed of Bankers Trust of South Carolina as Executor and Trustee under the will of Fred H. Hudson, said deed recorded on 11/14/75.

RELEASE PROVISION: Mortgagee agrees to release portions of the subject property from the line of this mortgage on the basis of \$8,300.00 for each lot so released, said sum to be applied to the principal balance due on the indebtedness secured hereunder.

Legal Des 1788 l

--

Page I

C NO OCCI

Tinger (1995)