

GREENVILLE CO. S.C.
71 9 17 1977



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

ALLEN L. & BRIGITT J. BABB

(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 Thirty-Three Thousand and no/100 (\$ 33,000.00)

Dollars, as evidenced by Mortgagee'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 hundred Fifty-Nine and 62/100 (\$ 259.62) 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 30 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 Mortgagee may hereafter become indebted to the Mortgagor 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 Mortgagee in hand well and truly paid by the Mortgagor 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 and known and designated as Lot 114 on a plat entitled Pebble Creek, Phase 1, with said plat having been made by Enwright Associates dated September 17, 1973 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5-D at Page 2, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING on the southwestern side of Whittlin Way, joint front corner of lots 113 and 114; thence running with the southwestern side of Whittlin Way S70-00E 151.1 feet to an iron pin, joint front corner of Lot 114 and Duke Power Right of Way; thence running with said right of way S52-56W 258.14 feet to an iron pin, joint rear of Lot 114; thence running with the joint rear of Lot 114 N46-30W 18.48 feet to an iron pin, joint rear of Lot 113 and 114; thence running with joint line of said lots N21-41E 209.36 feet to an iron pin, point and place of beginning.

This being the same property conveyed to Mortgagor herein by deed of First Federal Savings and Loan Association dated November 18, 1977, and recorded in the RMC Office for Greenville, South Carolina in Deed Book 1068 at Page 754.

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