



State of South Carolina)

COUNTY OF Greenville)

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

James V. Phoa and Phyllis G. Phoa

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgage 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 five**

Thousand and No/100----- (\$ 35,000.00)

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 at the rate or rates therein specified in installments of **Three Hundred**

Fourteen and 91/100----- \$ 314.91 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 **20** 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 collateral 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 Mortgagee, 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**, shown and designated as **Lot No. 31** on Map 3 of Halloran Height, recorded in the RMC Office for Greenville County, S. C. in Plat Book EE at Page 83, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the westerly side of Audubon Drive, said point being near a lake-dam, and running thence with said Drive, N. 19-04 E. 58 feet to a point; thence continuing with said Drive, N. 19-04 E. 34.3 feet to a point; thence still with the westerly side of said Drive, N. 44-39 E. 149.8 feet to a point; thence with the curve of the intersection of Audubon Drive and Woodhaven Drive, the chord of which is N. 43-06 W. 18.8 feet to a point on the southerly side of Woodhaven Drive; thence with the southerly side of Woodhaven Drive, N. 79-02 W. 182.3 feet to a point; thence still continuing with the southerly side of said Drive, N. 77-44 W. 40.7 feet to the joint corner of Lots Nos. 30 and 31; thence with the joint line of said lots, S. 44-23 W. 301.6 feet to a point in or near a lake; thence along and near the center of said Lake, S. 72-42 E. 115.7 feet to a point; thence still on a line near the center of said Lake, in an easterly direction, 195 feet, more or less, to the point of beginning.

This being the same property conveyed to the Mortgagors by Deed of Jimmy D. Charping and Ann R. Charping recorded on October 1, 1976 recorded in Deed Book 1043 at Page 876.

9208

DF 29 77
550

4328 RV.2

1
2
3
4
5
6
7
8
9
0