

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

James Ellis Bennett and Imogene V. Bennett

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

WHEREAS, the Mortgagor is well and truly indebted unto FIRS1 FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

Twenty Thousand and No/100-----

(\$ 20,000.00

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note 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 One Hundred Sixty-

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 fulure 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 the reinder 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 Mortgagor 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 Mortgagor 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, on the northerly side of Lee Road, being shown and designated as Lot No. 48 on plat of Section II, ORCHARD ACRES, recorded in the RMC Office for Greenville County in Plat Book BB at Page 74, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Lee Road at the joint front corner of Lots Nos. 48 and 49 and running thence with the joint line of said Lots, N.04-12 W. 141 feet to an iron pin; running thence N.23-03 E. 55 feet to an iron pin; running thence N.84-58 E. 75 feet to an iron pin at the joint rear corner of Lots Nos. 47 and 48; running thence with the joint line of said Lots. S.04-12 E. 190 feet to an iron pin at the joint front corner of Lots Nos. 47 and 48 on the northerly side of Lee Road; thence with the northerly side of Lee Road, S.85-48 W. 100 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed from R. D. Kelley recorded in the RMC Office for Greenville County on February 23, 1978.

THE mailing address of the Mortgagee herein is P. O. Box 408, Greenville, S. C. 29602.

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