



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

DEVENGER ROAD LAND COMPANY, A PARTNERSHIP

(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 One hundred

forty thousand seven hundred & 00/100----- (\$ 140,700.00)

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 Two thousand nine hundred eighty nine & 48/100----- (\$ 2,989.48 ) 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 5 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, BEING shown and designated as 4.239 Acres on a Plat entitled "Devenger Place Family Center", bearing date of February 28, 1978, made by Dalton and Neves Co., Engineers, being recorded in the RMC Office for Greenville County, S.C., in Book 6m, at Page 22.

The area on said Plat designated as "Sewer Lift Station", consisting of 0.078 Acres is excluded from this mortgage.

AND, also the following lots are included in the mortgage; LOTS 73, 74, 75, 82, 84, 85, 86, 89, 90 and 91, as shown on a Plat of Devenger Place, Section 3, being recorded in the RMC Office of Greenville County, S.C., in Plat Book 5P, at Page 99. ALSO, Lots 95 through 122, inclusive, as shown on a Plat of Devenger Place, Section 4, being recorded in the RMC Office for Greenville County, S.C., in Plat Book 6H, at Page 24. ALSO, Lots 3, 11, 12, 13, 14, 37, 38, 39, 40, 41, 51, 52, 70 and 71, as shown on a Plat of Devenger Place, Section 7, being recorded in the RMC Office for Greenville County, S.C., in Plat Book 5P, at Page 3. ALSO, Lots 66 and 67, as shown on a Plat of Devenger Place, Section 6, being recorded in the RMC Office for Greenville County, S.C., in Plat Book 5P, at Page 2. ALSO, 13 Lots, Lots 1 through 14, excluding Lot 5, as shown on Plat of Oxford Section I, with said Plat to be recorded. ALSO, those 2 tracts consisting of 24.11 Acres and 13.44 Acres as shown on Plat titled Devenger Road Land Company, dated February, 1978, and being made by Dalton and Neves Co., Engineers, a Plat of said tract being recorded in the RMC Office for Greenville County, S.C., in Plat Book 6m, at Page 21. The aforementioned 2 tracts shall in the future be subdivided and consist of 96 Lots.

Mortgagor hereof reserves the right to have released from the mortgage any of the above described lots upon the payment of \$500.00 to the mortgagee. This release does not apply to the 4.239 Acres above described.

It is agreed between Mortgagee and Mortgagor that the terms of that certain

(over)

Page 1

G.C.T. 278 676

4328 RV-2

9798