



STATE OF SOUTH CAROLINA COUNTY OF OCONEE MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern: **DONALD A. GARDNER & GLORIA O. GARDNER**

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

WHEREAS, the Mortgagor is well and truly indebted to the OCONEE SAVINGS AND LOAN ASSOCIATION, or order, of the County and State aforesaid, a body corporate under the laws of the State of South Carolina, as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the full and just sum of Eighty thousand and no/100

----- (\$ 80,000.00) Dollars,

with interest at the rate provided in said note this day executed, to be repaid as therein stated, SUBJECT HOWEVER to the provisions of the note requiring a late charge not to exceed the greater of \$5.00 or five (5%) per cent of the amount of each installment in default following a grace period of twenty (20) days; containing a provision for payment of reasonable attorney fees and costs; unpaid interest to bear interest at the same rate; and various other provisions reference thereunto being had would more fully appear.

WHEREAS, it is contemplated by and between the Mortgagor and the Mortgagee that additional advances may be hereafter made to the Mortgagor, or his successor in title, which additional advances or loans may be made from time to time at the option of the Mortgagee, which shall be evidenced by note or notes of the Mortgagor or his successor in title, and shall bear such rate of interest and shall mature as may be hereafter agreed upon; provided, however, that nothing herein contained shall require the Mortgagee to make such additional advances or loans. The total amount of existing indebtedness and future advances outstanding at any one time shall not exceed the maximum principal of Eighty thousand and no/100

----- Dollars (\$ 80,000.00), exclusive of any ad-

vances necessary for the protection of the security, interest and costs, all of which is secured by this mortgage.

Payments on the Note(s) secured by this Mortgage shall be applied: FIRST: to the payment of interest due upon the Note(s); SECOND: to reimburse the Mortgagee for payments of taxes, assessments, casualty, mortgage or life insurance premiums as may be advanced by it; and THIRD: upon the principal of the Note(s).

If at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days or failure to comply with any of the By-Laws of the Association or any of the stipulations of this mortgage, then the whole amount due under said note shall, at the option of the holder thereof, become immediately due and payable, who may sue thereon and foreclose this mortgage.

NOW, KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, together with any further advances that may be hereafter made, if any, and for the better securing the payment thereof to the said ASSOCIATION, according to the terms of the said note and also in consideration of the further sum of Three (\$3.00) Dollars to the said Mortgagor in hand well and truly paid by said ASSOCIATION at and before the signing of these presents (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said OCONEE SAVINGS AND LOAN ASSOCIATION, its Successors and Assigns, the following described property, to wit:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, Corinth Community, and known and designated as Lot No. 42 on plat of survey of Robinson Engineering Service entitled "Additions to Cherokee Gardens" dated May 25, 1965 and recorded in Plat Book W at page 149; bounded on the north by Tamassee Drive, on the east by other lands owned or previously owned by Rochester Real Estate, on the south by Lot No. 40 of Cherokee Gardens and on the west by Lot No. 41

The above described lot was conveyed to the Mortgagors herein by deed of Herman M. Davis and Sandra R. Davis as recorded June 26, 1970 in Deed Book 10-V at page 113, records of Clerk of Court for Oconee County, South Carolina.

AND ALSO:

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Greenville, being known and designated as Lot #31 of Carter's Grove, section #2, according to a plat by K. W. Dalton, RLS #5879 as filed for record in Plat Book 4-R at page 100, records of Greenville, South Carolina.

The above described lot of land was conveyed to the Mortgagors herein by deed of Devenger Road Land Company dated the day of _____, 1978 and filed for record in Deed Book _____ at page _____, records of Greenville County, South Carolina.

GCTO ----- MAR 24 / 8 / 64

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RECORDED ROY D. HARDEN MAR 20 1978 CLERK OF COURT OCONEE COUNTY, S. C.

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