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GREENVILLE CO. S. C.  
APR 3 4 39 PM '78  
DONNIE S. TANKERSLEY  
R.H.C.

BOOK 1427 PAGE 836



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

I, John Heyward Sullivan

(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 Seven Thousand Five Hundred (\$37,500.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not 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

Three Hundred One & 75/100 (\$ 301.75 ) 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 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**

**ALL that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the Town of Mauldin, being known and designated as Lot No. 98, Baldwin Circle, on Plat Number 1 of Verdin Estates, said plat being prepared by C. O. Riddle, Surveyor, dated September 21, 1972, and recorded in the R. M. C. Office for Greenville County in Plat Book 4R at pages 34 and 35, and according to said plat, having the following metes and bounds, to-wit:**

**BEGINNING at an iron pin on the eastern side of Baldwin Circle at the joint front corner of Lots 97 and 98; thence with the joint line of said lots S. 88-27 E., 140 feet to an iron pin; thence S. 1-33 W., 86 feet to an iron pin; thence N. 88-27 W., 140 feet to an iron pin on the eastern side of Baldwin Circle; thence with Baldwin Circle, N. 1-33 E., 86 feet to an iron pin, the point of beginning.**

**BEING the same property from Juster Enterprises, Inc., to James L. Sanderson and Carroll B. Long in Deed Volume 1001, at Page 952, dated June 20, 1974 and recorded June 20, 1974; and the same property from James L. Sanderson of his undivided one-half interest to Robert Edward Juster, noted in Deed Volume 1038, Page 572, dated June 3, 1976 and recorded June 24, 1976; and being the same property conveyed to John Heyward Sullivan by deed dated April 3, 1978 from Carroll B. Long, individually, and Carroll B. Long, as attorney under Power of Attorney granted him by Robert E. Juster in Power of Attorney Agreement recorded in the R. M. C. Office for Greenville County in Deed Book 1060 at Page 278, and recorded the 3 day of April, 1978 in Deed Volume 1076, at Page 454.**

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