FILED GREENVILLE CO.S.C.

Sounce S. TANKERSLEY



## State of South Carolina

COUNTY OF GREENVILLE

State of the state

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Thomas E. Kornfeld and Nancy L. Kornfeld

(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 Seven Hundred Fifty & No/100 ----- (\$ 37,750.00\_)

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

Three and 77/100 - (§ 303.77) Dellars 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 fullure to comply with and abide by any By-Laws or the Charter of the Mortgage, 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 Mortgazor may hereafter become indebted to the Mortgazee for such further sums as may be advanced to the Mortgazor'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 to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and trily paid by the Mortgagoe 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 Mortgagoe, its successors and assigns, the following described real estate:

All that certain piece, parcel, or lot of lind, 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 Western side of Brook Glenn Road near the Town of Taylors being known and designated as Lot No. 95 on plat of Brook Glenn Gardens as recorded in the R.M.C. Office for Greenville County in Plat Book JJJ at page 85, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Brook Glenn Road at the joint front corner of Lots No. 95 and 96 and running thence with the Western side of said Road, S. 29-43 E. 110 feet to an iron pin at the corner of Lot No. 94; thence with the line of Lot No. 94, S. 60-17 W. 150 feet to an iron pin at the corner of Lot No. 87; thence with the line of Lot No. 87, N. 29-43 W. 110 feet to an iron pin at the corner of Lot No. 96; thence with the line of Lot No. 96, N. 60-17 E. 150 feet to an iron pin, the point of beginning.

Subject to easements and restrictions of record.

Being the identical property conveyed to the Mortgagors herein by deed of even date herewith executed by James M. Roberts and Shirley G. Roberts, recorded this date in the R.M.C. Office for Greenville County in Deed Book 1082, at Page 322.

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