

P. O. Box 408 Greenville, S.C.29602

## State of South Carolina

COUNTY OF.

GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

JAMES G. FOODY AND MARY L. FOODY

(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

SEVENTY THOUSAND AND NO/100

(\$70,000.00\_\_\_)

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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 Five Hundred

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 Mortgagoe 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 is 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 land, with all improximents thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southwestern corner of the intersection of Sleepy Hollow with Fairview Drive, being known and designated as Lot No. 14 on a plat entitled, Map of Sleepy Hollow, made by C. O. Riddle, dated January 1963, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book UVU, pages 2 and 3, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Fairview Drive at the joint front corner of the within described property and the lot formerly belonging to James P. Taylor and Peggy P. Taylor; and running thence along the common line of said lots, S. 3-20 W., 239.8 feet to an iron pin; thence S. 86-40 E.200.1 feet to an iron pin on the westerly side of Sleepy Hollow Drive; thence along the westerly side of Sleepy Hollow Drive, N. 3-20 E., 180 feet to an iron pin; thence with the curve of the intersection of Sleepy Hollow Drive and Fairview Drive, the chord of which is N. 36-03 W., 30.9 feet to an iron pin on the southerly side of Fairview Drive; thence with the southerly side of Fairview Drive, N. 75-26 W., 184 feet to the point of BEGINNING.

The above described property is the same conveyed to the mortgagors herein by deed Cof George H. Heyson and Arlene B. Heyson, to be recorded herewith.

ALSO:

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ALL that piece, parcel or strip of land situate, lying and being on the southerly side of Fairview Drive in Greenville County, South Carolina being a small portion of Lot No. 13 as shown on a plat entitled, Map of Sleepy Hollow made by C. O. Riddle dated January 1963 recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book UUU at pages 2 and 3, and having, according to a survey entitled, Property of James G. and Mary L. Foody made by Gould & Associates, Surveyors, dated July 10, 1978, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Fairview Drive at the original joint corner of Lots Nos. 13 and 14; and running thence with the common line of said lots, S. 3-20 W., 239.8 feet to an iron pin; thence along a new line through Lot No. 13, N. 86-40 W., 10.0 feet to an iron pin; thence along a new line through Lot No. 13, N. 1-58 E., 242.7 (continued on page 4 hereof)

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