

FILED
GREENVILLE CO. S. C.
JUL 10 11 57 AM '74
DONNIE S. TANKERSLEY
R.H.C.

FILED
GREENVILLE CO. S. C.
OCT 23 1979
JAN R. DE VOL 68 PAGE 1497
OCT 25 AM '79 1316 PAGE 130



FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE
PAID SATISFIED AND CANCELLED
Federal Savings and Loan Association
of Greenville, S. C.

State of South Carolina
COUNTY OF GREENVILLE

13592

MORTGAGE OF REAL ESTATE

Georgia W. Miller
Vice-President

October 12, 1979

Witness Barbara Williams

To All Whom These Presents May Concern:

James Thomas Yarborough, Jr. and Virginia B. Yarborough

(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-TWO

Thousand Six Hundred Sixty-Eight and 65/100-----(\$32,668.65)

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

Fifty-Nine and 12/100-----(\$259.12) 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 29 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 known and designated as Lot No. 43, of Section 1, of a subdivision known as Pine Valley Estates, as shown on plat thereof prepared by Dalton & Neves, Engineers, February, 1960 and recorded in the RMC Office for Greenville County in Plat Book MM, at Page 138, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Pinehurst Drive, joint front corner of Lots Nos. 42 and 43, and running thence along the joint line of said lots, S. 28-0 E. 160 feet to an iron pin; thence N. 62-0 E. 90 feet to an iron pin at the rear corner of Lot No. 44; thence along the line of that lot, N. 28-0 W. 160 feet to an iron pin on the southern side of Pinehurst Drive; thence along the southern side of Pinehurst Drive, S. 62-0 W. 90 feet to the beginning corner.

4328 RV-2