FILED
GREENVILLE CO. S. C.

BOOK 918 PAGE 413

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ELLIE FARNSWORTH
R.M.C.

FEDERAL SAVINGS
AND LOAN ASSOCIATION
OF GREENVILLE

# State of South Carolina

COUNTY OF GREENVILLE

**MORTGAGE OF REAL ESTATE**

To All Whom These Presents May Concern:

Mauldin Construction Co., a South Carolina corporation with its principal place of business in Greenville, S. C., SEND GREETINGS:

WHEREAS, I/we the aforesaid mortgagor(s) in and by my/our certain promissory note, in writing, dated September 6, 1962 am/are well and truly indebted to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF GREENVILLE, in the full and just sum of Fourteen Thousand and No/100---------- ($14,000.00) Dollars (or for future advances which may be made hereunder at the option of said Association, which advances shall not exceed the maximum amount stated herein and shall be evidenced by a subsequent promissory note or notes secured hereby), said note to be repaid with interest at the rate specified therein in installments of

One Hundred Six and 15/100---------- ($ 106.15 ) Dollars upon the first day of each and every calendar month hereafter in advance, until the full principal sum, with interest, has been paid, such monthly payments to be applied first to the payment of interest, computed monthly on the unpaid principal balances, and then to the payment of principal. The last payment on said note, if not paid earlier and if not subsequently extended, will be due and payable 18 years after date. The 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 (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note, shall, at the option of the holder, become immediately due and payable, and the holder may sue thereon and foreclose this mortgage; said note further providing for ten (10%) per centum attorney's fee beside all costs and expenses of collection, to be added to the amount due on said note, and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That I/we, the said mortgagor(s) in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, according to the terms of said note, and also in consideration of the further sum of Three Dollars to me/us the said mortgagor(s) in hand well and truly paid by the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, 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 FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, within the corporate limits of the City of Greenville, being known and designated as the greater portion of Lot No. 4 of a subdivision known as Swanson Court as shown on a plat thereof prepared by C. C. Jones, November 1, 1962 and recorded in the R. M. C. Office for Greenville County in Plat Book YY, at Page 91, andhaving, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the southern side of Swanson Court, joint front corner of Lots Nos. 3 and 4, and running thence along the joint line of said lots, S. 34-00 W. 173 feet, more or less, to an iron pin on the joint line of said lots; thence S. 66-04 E. 36.2 feet to an iron pin; thence S. 23-30 W. 10 feet to an iron pin on the rear line of Lot No. 4; thence along the rear line of Lot No. 4, S. 66-04 E. 48.9 feet to an iron pin at the rear corner of Lot No. 5; thence along the line of that lot, N. 34-00 E. 167.7 feet to an iron pin on the southern side of Swanson Court; thence along the southern side of Swanson Court, N. 56-00 W. 85 feet to the beginning corner."

It is understood and agreed that this mortgage secures a promissory note in the original sum of $ 14,000.00 which was executed by the mortgagor herein to the mortgagee hereon on September 6, 1962. Said note was originally secured by a mortgage, recorded in the R. M. C. Office for Greenville County in Mortgage Book 901, at Page 19, which covered Lot No. 5 as shown on an earlier plat of Swanson Court recorded in the R.M.C. Office for Greenville County in Plat Book YY, at Page 73. This mortgage is intended only to substitute Lot No. 4 on the new plat of Swanson Court, recorded in Plat Book YY, at Page 91, as security for said note in lieu of Lot No. 5 as shown on the plat recorded in Plat Book YY, at Page 73, and is not intended to alter, in any other manner, the indebtedness which is evidenced by said note.

For modification agreement see R. E. M. Book 937 page 177