

State of South Carolina

MORTGAGE OF REAL ESTATE

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To All Whom These Presents May Concern:

Walter W. Hearn and Edith M. Hearn, of Greenville County

SEND GREETINGS:

WHEREAS, I/we the aforesaid mortgagor(s) in and by my/our certain promissory note, in writing, of even date with these presents am/are well and truly indebted to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF GREEN-

VILLE, in the full and just sum of <u>Thirty Five Thousand and no/100</u>. (\$ 35,000,00) 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 se-

cured hereby), said note to be repaid with interest at the rate specified therein in installments of

Two Hundred Fourteen and 94/100 . . . (\$ 214.94) 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 25 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, being known as Lot No. 73 on a plat of Botany Woods, Sector II, as shown by plat recorded in the R.M.C. Office for Greenville County in Plat Book QQ, at Page 79, and described as follows:

BEGINNING at an iron pin at the northeast corner of Arundel Road and Hearthstone Lane, and running thence with the Eastern side of Arundel Road, N. 17-02 W. 135 feet to iron pin, corner of Lot 74; thence with the line of said lot, N. 80-45 E. 185 feet to iron pin in line of Lot 72; thence with the line of said lot, S. 14-02 E. 150.2 feet to iron pin on Hearthstone Lane; thence with the northern side of Hearthstone Lane, S. 77-50 W. 151.3 feet to iron pin at the corner of Arundel Road; thence with the curve of the intersection, the chord of which is N. 59-36 W. 37.2 feet to the point of beginning.

Delie James County, S. C.

B. M. J. POR HERNINGLE COUNTY, S. C.

B. T. J. D. C. D. C. D. C. D. C.

Foreclosure 17 day of Aug.

A.D., 1965. See Judgman. Roll.

No. 1. 4827

No. 4827

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