

FILED
GREENVILLE CO. S. C.

NOV 2 3 05 PM 1964

OLLIE J. NEWBORTH
R. M. C.

BOOK 977 PAGE 127



State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

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

Ten Thousand and No/100----- (\$ 10,000.00) Dollars, as evidenced by Mortgagor's promissory note of even date herewith, said note to be repaid with interest at the rate

therein specified in installments of Sixty-Four and 44/100----- (\$ 64.44) 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 25 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 such 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 all of Lot No. 37 and a portion of Lot No. 38 of an Extension of Section One, Brookwood Forest as shown on plat thereof prepared by C. C. Jones, Engineer, February 13, 1963 and recorded in the R. M. C. Office for Greenville County in Plat Book XX, Page 96, and being also shown as Lot No. 37 A on a plat entitled "Revision of Lots 37, 38 and 39, Brookwood Forest" prepared by Webb Surveying and Mapping Co. October 12, 1964 and recorded in the R. M. C. Office for Greenville County in Plat Book GGG, at Page 170, and having, according to the last mentioned plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Charing Cross Road, joint front corner of Lots Nos. 36 and 37 A, and running thence along the eastern side of Charing Cross Road, S. 9-28 W. 100 feet to an iron pin; thence continuing along the eastern side of Charing Cross Road, S. 4-43 W. 34 feet to an iron pin at the joint front corner of Lots 37 A and 39 A; thence along the joint line of said lots, S. 81-45 E. 167.3 feet to a point in a branch; thence following said branch as the line, a traverse line being N. 60-20 E. 40 feet to a point in said branch (the joint rear corner of Lots 40 and 41); thence continuing along said branch as the line, a traverse line being N. 3-10 W. 104 feet to a point in said branch, joint rear corner of Lots 36 and 37 A; thence along the joint line of said lots, N. 79-22 W. 178.5 feet to the beginning corner.

PAID, SATISFIED AND CANCELLED
First Federal Savings and Loan Association
of Greenville, S. C.

[Handwritten signatures and stamps]