FILED GREENVILLE CO. S. C.

1 25 PH '72 OLLIE FARNSWORTH R. M. C.



State of South Carolina

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Nicholson Builders, Inc.

... (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

Twenty-three Thousand Nine Hundred and no/100------- (<u>\$ 23,900.00-</u>-

does not contain 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 One Hundred Sixty-Eight and 68/100-----

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 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 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 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 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 shown as Lot 305 on plat of Del Norte Estates, Section II, recorded in Plat Book 4N at pages 12-13 in the RMC Office for said County, and more fully described as follows:

Beginning at an iron pin on the northwestern side of Del Norte Road at joint front corner with Lot 806, and running thence with line of Lot 306, N 55-35 W 98.2 feet to an iron pin at rear corner-of Lot 304; thence with line of Lot 304, N 32-36 E 110 feet to an iron pin on southern side of Del Norte Lane; thence with Del Norte Lane; S 57-24 E 95 feet to an iron pin at corner of Del Norte Road and Del Norte Lane; thence with said corner, S 6-57 E.31.9 feet to an iron pin on northwestern side of Del Norte Road; thence with said Road, S 43-30 W 90 feet to the beginning corner.