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## State of South Carolina

COUNTY OF GREENKILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

We, Charles D. Fleming and Sandra K. Fleming

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinalter referred to as Mortgagee) in the full and just sum of

Nineteen Thousand and No/100

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 Thirty Nine and 42/100

(\$ 139.42

) 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 30 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 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 Mortgagoe, 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, in Paris Mountain Township, and being known and designated as Lot No. 28 of Subdivision of I. H. Philpot, as is shown by plat of C. C. Jones, Engineer, dated July, 1955; said plat is recorded in the Office of the RMC for Greenville County in Plat Book GG, Page 127 and is described thereon more fully as follows:

"BEGINNING at an iron pin on Racine Court (formerly Willpot Drive); thence S83-11E 839.2 feet to an iron pin; thence N73-59E 189.4 feet to an iron pin 15 feet from center of Reedy River; thence continuing to center of Reedy River; thence along center of river and following meanderings of same N39-59W 29.7 feet; thence N38-31W 141.3 feet; thence leaving river and running N87-12W 10 feet to pin on bank of river; thence continuing N87-12W 896 feet to point on Racine Court; thence along Racine Court S2-48W 125 feet to point of BEGINNING, and being bounded on the north by Lot 29; bounded on the east by Reedy River; bounded on the south by Lot 27; bounded on the west by Racine Court, and containing 3.63 acres, more or less."

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