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GREENVILLE CO. S. C.
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DONNIE S. TANKERSLEY
R.M.C.

BOOK 1294 PAGE 667

FIRST 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:

A. JAMES NELSON and ELLIS L. DARBY, JR.

(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

THIRTY SIX THOUSAND SEVEN HUNDRED FIFTY and NO/100 - - - - - - - - - - ($ 36,750.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does 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 ~~[illegible]~~ E.L.D. A.J.N.

~~[illegible]~~ if not sooner paid, to be due and payable one year after date; and as set forth in note.

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 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, on the southeasterly side of East Indian Trail, near the City of Greenville, S. C., being known and designated as Lot 13, on plat entitled "Final Plat, Seven Oaks," as recorded in the RMC Office for Greenville County, S. C., in Plat Book 4R, page 6, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of East Indian Trail, said pin being the joint front corner of Lots 13 and 14, and running thence with the common line of said Lots N 75-43 E 171.5 feet to an iron pin, the joint rear corner of Lots 13 and 14; thence S 9-40 E 103 feet to an iron pin, the joint rear corner of Lots 12 and 13; thence with the common line of said Lots S 80-50 W 165.4 feet to an iron pin on the southeasterly side of East Indian Trail; thence with the southeasterly side of East Indian Trail N 11-49 W 33 feet to an iron pin; thence continuing with said Trail N 14-17 W 55 feet to an iron pin, the point of beginning.

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