

2001.1202 HSL 560

State of South Carolina

COUNTY OF GREEN VILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

We, Marshall F. Clarke and Virginia M. Clarke, of Greenville County,

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

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

Forty-Nine Thousand and No/100-----(\$ 49,000.00)

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

Three Hundred Seventy-Nine and 64/100----, 379.64) 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 list payment, if not sooner 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 bereafter 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 dobt 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 (\$3.60) 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 Butler Township, lying and being on the westerly side of Selwyn Drive, being shown as Lot 4 on plat of Timberlake as recorded in the R. M. C. Office for Greenville County in Plat Book BB, at Page 185, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Selwyn Drive at a point near the intersection of Selwyn Drive and Hamitage Road, said pin being the joint corner of Lot 4 and Lot 124 of Lake Forest, Section 3, as shown in Plat Book GG, pages 76 and 77, revised in Plat Book BB, at Page 20, and running thence with the joint line of said lots, S. 68-21 W. 152 feet to an iron pin, joint rear corner of Lots 4 and 5 of Timberlake; thence along the joint line of said lots, S. 21-39 E. 180 feet to an iron pin on the northerly side of Selwyn Drive; thence around a curve of Selwyn Drive, the chord being N. 36-37 E. 105.7 feet to an iron pin on the westerly side of said Drive; thence continuing with the westerly side of said Drive, N. 4-53 E. 139 feet to the beginning corner; being the same conveyed to us by Helen L. Ambrose by her deed dated July 31, 1972 and recorded in the R. M. C. Office for Greenville County in Deed Vol. 951, at Page 568.

















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