DONNE STANKERSLEY R.M.C.

850% 130% FAST 737



## State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Morris Weisz, Eva B. Weisz, Harry Lerner and Lily Lerner ------ (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 Mortgagoe) in the full and just sum of Eighty-five Thousand

and No/100 -----(\$85,000.00 ---

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 Seven Hundred Sixty-

four and 78/100 -----(\$ 764.78 ----) 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 --20---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 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 Mortgagor's account, and also in consideration of the sum of Three Dollars (53.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 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

ALL those pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, on North Franklin Court, being known and designated as Lot No. 4 and a portion of Lot No. 5 as shown on a plat of property of W. N. Leslie, prepared by Piedmont Engineering Service dated February 19, 1969 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of North Franklin Court, joint front corner of Lots Nos. 3 and 4 and running thence with the joint line of said lots, S. 68-11 E., 139.8 feet to an iron pin in the line of Lot No. 1; thence along the joint line of Lots Nos. 1 and 4, N. 28-19 E., 225.9 feet to an iron pin at the joint rear corner of Lots Nos. 19 and 20 of the Cedar Vale Subdivision; thence along the line of Cedar Vale Subdivision, N. 62-20 W., 354.9 feet to an iron pin; thence S. 22-16 W., 235.4 feet to an iron pin at the joint rear corner of Lots Nos. 4 and 5; thence continuing S. 22-16 W., 27 feet to a point; thence S. 67-44 E., 140 feet to a point on the western side of North Franklin Court; thence with the western side of North Franklin Court, N. 22-16 E., 27.1 feet to an iron pin, joint front corner of Lots Nos. 5 and 4; thence with the circular turnaround of North Franklin Court, following the curvature thereof, the chords of which are as follows: N. 16-57 W., 35.9 feet, N. 26-30 E., 38 feet; N. 78-48 E., 50.5 feet; S. 50-05 E., 35 feet; S. 8-51 E., 35 feet; S. 46-21 W., 58 feet and S. 22-14 W., 25 feet to the joint front corner of Lots Nos. 3 and 4, the point of beginning.