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MAIL TO **GADDY & DAVENPORT** P. O. BOX 10267 GREENVILLE, S. C.

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## State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Roy Lee Butler and Dorothy L. Butler

(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

Thous 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

Eighty-Five and 07/100------(§ 185.07) 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) 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 Mortgagee to the Mortgager's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgager 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, State of South Carolina, being known and designated as Lot 17 on revised plat of Staunton Heights Subdivision made by Hugh J. Martin, R.L.S., April 16, 1971, recorded in the R.M.C. Office for Greenville County in Plat Book 4N, Page 38, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Vickilyn Court, the joint front corner of Lots 16 and 17; thence with the joint line of said lots, N. 25-01 W. 110.1 feet to an iron pin; thence N. 07-20 W. 208.7 feet to an iron pin on the south side of Huff Drive; thence with the south side of said drive, S. 69-32 E. 142 feet to an iron pin; thence with the curve of said drive as it intersects with Vicklyn Court, S. 26-47 E. 29.6 feet to an iron pin on the west side of Vickilyn Court; thence with the west side of said court. S. 15-58 W. 186.3 feet to an iron pin; thence S. 22-59 W. 52.2 feet to an iron pin; thence continuing with the west side of Vicklyn Court, S. 38-13 W. 2.1 feet to the beginning corner, LESS, HOWEVER, all of that portion of the above described lot being described as follows: BEGINNING at an iron pin at the joint rear corners of Lots 16 and 17 and running thence S. 25-01 E. 110.1 feet to an iron pin on the northwestern side of Vickilyn Court; running thence N. 22-59 E. 39 feet to a new iron pin; thence running with a new line through Lot 17 in a northwesterly direction 100 feet, more or less, to the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed from Carper Properties, Inc. of even date to be recorded herewith in the R.M.C. Office for Greenville County.









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