GREENVILLE CO. S. C.

DEC 17 11 14 4H '75

DONNIE S. TANKERSLEY R.H.C.

sec 1356 an 85



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

We, Haden H. Rawlinson and Phyllis Rawlinson, of Greenville County,

(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

Fifty Thousand and No/100-----

----(\$ 50,000.<u>00</u>)

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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 Four Hundred Two

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 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 Mortgagor 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 Mortgagor, its successors and assigns, the following described real estate:

All that certain piece, parcel or lot of land, with all improvements thereon or bereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 103 of a subdivision known as Pebble Creek, Phase I as shown on plat thereof prepared by Enwright Associates, Engineers, dated March 22, 1974, and recorded in the R. M. C. Office for Greenville County in Plat Book 5-D at page 39, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Whittlin Way, joint front corner of Lots 102 and 103 and running thence with the joint line of said lots, N. 19-26 E. 228.8 feet to an iron pin; thence N. 72-45 W. 219.46 feet to an iron pin; thence S. 19-57 W. 16.9 feet to an iron pin, joint rear corner of Lots 103 and 104; thence with the joint line of said lots, S. 17-46 E. 239.01 feet to an iron pin on Whittlin Way; thence with Whittlin Way, following the curvature thereof, the chords of which are N. 88-16 E. 34.2 feet and S. 40-00 E. 50 feet to the point of beginning; being the same conveyed to us by Pebble Creek, Ltd., a Limited Georgia Partnership by Carolina Investment Management Corporation by deed dated October 16, 1975 by deed recorded in the R. M. C. Office for Greenville County in Deed Vol. 1026, at Page 278.

