

FILED
GREENVILLE CO. S. C.
MAY 18 3 44 PM '75
GONNIE S. TANKERSLEY
R.M.C.

BOOK 1337 PAGE 803



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Threatt-Maxwell Enterprises, Inc.

(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-Three**

Thousand Two Hundred and No/100----- (\$ 33,200.00)

Dollars, as evidenced by Mortgagee's promissory note of even date herewith which note does not have 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 **Two Hundred**

Sixty-One and 20/100----- (\$ 261.20) 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** 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 Mortgagee's account for the payment of taxes, insurance premiums, repairs, or for any other purpose.

NOW KNOW ALL MEN That the Mortgagee, 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 Mortgagee in hand well and truly paid by the Mortgagor 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 Mortgagor, 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, being shown and designated as Lot #43 on plat of Gray Fox Run made by C. O. Riddle, Surveyor, dated November 6, 1975 and recorded in the RMC Office for Greenville County in Plat Book 5P at Page 9. According to said plat, the property is more fully described as follows:

BEGINNING at an iron pin on Gray Fox Court at the joint front corner Of lots 43 and 44 and running thence along the joint line of said lots S. 28-31 W. 145.8 feet to an iron pin; thence S. 82-57 W. 29.6 feet to an iron pin at the corner of Lot 42; thence with line of Lot 42 N. 23-30 W. 154.8 feet to an iron pin on Gray Fox Square; thence with said Square N. 56-50 E. 93.2 feet to an iron pin near the intersection of Gray Fox Court; thence with curve of said intersection N. 85-34 E. 37.7 feet to an iron pin on Gray Fox Court; thence with said Court S. 33-30 E. 36.1 feet to an iron pin; thence continuing with said Court S. 36-29 E. 42.2 feet to an iron pin, the point of beginning.

