First Federal Savings and Loan Association 301 College Street Greenville, S. C. 29601

BOOK 1385 PAGE 719

FILED GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY



State of South Carolina

COUNTY OF

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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 (heremafter referred to as Mortgagee) in the full and just sum of

Thirty-four thousand and no/100ths-----

- (\$ 34,000.00

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

Two hundred sixty-seven and 48/100ths-(\$267.48) 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 impaid 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 (53.00) to the Mortgagor 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 known and designated as Lot 80, Gray Fox Run on plat prepared by C. O. Riddle dated November 6, 1975 and revised March 4, 1976 and recorded in the RMC Office for Greenville County in Plat Book 5-P at Page 16 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on Gray Fox Run Square at the joint front corner of Lots 79 and 80 and running thence along said Square, N 14-09 W 80 feet to an iron pin near the intersection of a street designated as "Future Street"; thence with the curve of said intersection, N 30-51 E 35.4 feet to an iron pin on said "Future Street" thence with said "Future Street" N 75-51 E 105.45 feet to an iron pin at the corner of property now or formerly owned by Rose M. Cunningham, et al; thence with line of said property, S 13-53 E 98.7 feet to an iron pin at the corner of property now or formerly owned by F. A. Davis, Jr.; thence with line of said property, S 14-09 E 6.3 feet to an iron pin in the line of Lot 79; thence with Lot 79, S 75-51 W 130 feet to an iron pin, the point of beginning.

This is a portion of the property conveyed to the Mortgagor herein by deed of Clyde N. Strange recorded in said RMC Office in Deed Book 1010 at Page 243 on November 13, 1974.

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