GREENVILLE CO. S. C.

AUG 1 3 49 PH '77 DONNIE S. TANKERSLEY



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Bob Maxwell Builders, Inc.

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note 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

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 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 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, on the western side of Belgrave Close, being shown and designated as Lot No. 8 on plat of Gray Fox Run Subdivision prepared by C. O. Riddle, dated November 6, 1975, recorded in the RMC Office for Greenville County in Plat Book 5-P at Page 9 and revised March 4, 1976, said revised plat being recorded in the RMC Office for Greenville County in Plat Book 5-P at Page 16 and having, according to said revised plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Belgrave Close at the joint front corner of Lots 8 and 9 as shown on the aforementioned plat and running thence along and with the joint property line of said last two mentioned Lots, N 87-24 W 140 feet to an iron pin; thence N 2-36 E 100 feet to an iron pin at the joint rear corner of Lots 7 and 8 as shown on the aforementioned plat; thence running along and with the joint property line of said last two mentioned Lots, S 87-24 E 140 feet to an iron pin on the western side of Belgrave Close; thence running along and with the western side of Belgrave Close, S 2-36 W 100 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Threatt-Maxwell Enterprises, Inc. by deed dated July 28, 1977 to be recorded herewith

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PB. 11218