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BOOK 1413 PAGE 972

DONNIE S. TANKERSLEY

STATE OF SOUTH CAROLINA
COUNTY OF ~~DOVENS~~ GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

* * * SPA SOUTH OF GREENVILLE, S. C. * * *

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

WHEREAS, the Mortgagor is well and truly indebted to the OCONEE SAVINGS AND LOAN ASSOCIATION, or order, of the County and State aforesaid, a body corporate under the laws of the State of South Carolina, as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the full and just sum of Two Hundred Fifty Five Thousand and No/100-----

(\$ 255,000.00) Dollars,

with interest at the rate provided in said note this day executed, to be repaid as therein stated, SUBJECT HOWEVER to the provisions of the note requiring a late charge not to exceed the greater of \$5.00 or five (5%) per cent of the amount of each installment in default following a grace period of twenty (20) days; containing a provision for payment of reasonable attorney fees and costs; unpaid interest to bear interest at the same rate; and various other provisions reference thereunto being had would more fully appear.

WHEREAS, it is contemplated by and between the Mortgagor and the Mortgagee that additional advances may be hereafter made to the Mortgagor, or his successor in title, which additional advances or loans may be made from time to time at the option of the Mortgagee, which shall be evidenced by note or notes of the Mortgagor or his successor in title, and shall bear such rate of interest and shall mature as may be hereafter agreed upon; provided, however, that nothing herein contained shall require the Mortgagee to make such additional advances or loans. The total amount of existing indebtedness and future advances outstanding at any one time shall not exceed the maximum principal of Two Hundred Fifty Five Thousand and No/100-----

Dollars (\$ 255,000.00), exclusive of any ad-

vances necessary for the protection of the security, interest and costs, all of which is secured by this mortgage.

Payments on the Note(s) secured by this Mortgage shall be applied: **FIRST:** to the payment of interest due upon the Note(s); **SECOND:** to reimburse the Mortgagee for payments of taxes, assessments, casualty, mortgage or life insurance premiums as may be advanced by it; and **THIRD:** upon the principal of the Note(s).

If at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days or failure to comply with any of the By-Laws of the Association or any of the stipulations of this mortgage, then the whole amount due under said note shall, at the option of the holder thereof, become immediately due and payable, who may sue thereon and foreclose this mortgage.

NOW, KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, together with any further advances that may be hereafter made, if any, and for the better securing the payment thereof to the said ASSOCIATION, according to the terms of the said note and also in consideration of the further sum of Three (\$3.00) Dollars to the said Mortgagor in hand well and truly paid by said ASSOCIATION at and before the signing of these presents (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said OCONEE SAVINGS AND LOAN ASSOCIATION, its Successors and Assigns, the following described property, to wit:

1. All that certain piece, parcel or lot of land lying and being in the County of Greenville, State of South Carolina, shown on a survey entitled "Survey for Spa South of Greenville, Inc.," prepared by C. O. Riddle, dated June 28, 1977, and revised September 7, 1977, and recorded in Plat Book 6-I at Page 11, comprised of approximately .12 acres, and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin located on the northeastern side of the right of way of the frontage road of Highway I-385, a joint corner of subject property, property presently owned by Spa-South of Greenville, Inc. and Crawford Realty Company, thence N. 28-27-33 E. 419.3 feet to an iron pin; thence S. 61-32-27 E. 25 feet to an iron pin; thence S. 31-52 W. 420.04 feet to an iron pin, the point of beginning; and being the same property conveyed unto Spa-South of Greenville, Inc. by Deed of Crawford Realty Company, dated September 16, 1977, recorded September 20, 1977, in the RMC Office, Greenville County, S. C. in Volume 1065 at Page 102; and,

2. All that certain piece, parcel or lot of land lying and being in the County of Greenville, State of South Carolina, shown on a survey entitled "Survey for Spa South of Greenville, Inc.", prepared by C. O. Riddle, dated June 28, 1977, comprised of approximately 2.0 acres, and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin located on the northeastern side of the right-of-way of the frontage road of Highway I-385, a joint corner of subject property and property owned by Veeder-Root; thence along the common boundary of said properties N. 46-14 E. 116.25 feet to an iron pin; thence N. 37-30 W. 92.15 feet to an iron pin located within a water line right-of-way; thence N. 41-03 E 277.74 feet to an iron pin; thence S. 61-32-27 E. 188.13 feet to an iron pin; thence S. 28-27-33 W. 419.30 feet to an iron pin on the northeastern side of the right-of-way of said frontage road; thence along said right-of-way N. 61-32-27 W. 200 feet to the point of beginning; and being the same property conveyed unto Spa-South of Greenville, Inc. by Deed of Crawford Realty Company, dated July 14, 1977, recorded July 15, 1977, in the RMC Office, Greenville County, S. C., in Volume 1060 at Page 650.

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