MORTGAGEE ADDRESS: 301 College Street, Greenville, S. C. 29602

GREENVILLE CO. S. C.

APR 3 3 16 PH '78 DONNIE S. TANKERSLEY R.H.C.



OF GREENVILLE

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## State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

COBB BUILDERS, 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 Seven

Thousand Six Hundred and No/100----

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 ... Three ... Hundred ... Two.....

----- (§ 302.55 ) 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 pavable, 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 Mortgagoe, 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 147, according to a plat entitled "Heritage Lakes Subdivision" by Heaner Engineering Co., Inc., as revised October 26, 1977, and recorded in the R.M.C. Office for Greenville County in Plat Book 6H, Page 17, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Five Gait Turn, joint front corner of Lots 146 and 147, and running along the common line of Lots 146 and 147, N. 79-52-41 W. 194.42 feet to an iron pin, joint rear corner of Lots 146 and 147; thence running along the rear line of Lot 147, N. 10-07-19 E. 184.00 feet to an iron pin, joint rear corner of Lots 147 and 148; thence turning and running along the common line of said lots, S. 54-34-30 E. 185.60 feet to an iron pin on the northwesterly edge of cul-de-sac of Five Gait Turn; thence along said cul-de-sac, S. 85-18-11 E. for an arch length of 74.44 feet; thence continuing along Five Gait Turn, S. 10-14-25 W. for an arch length of 40.21 feet to an iron pin, the point of beginning.

This being the same property conveyed unto the Mortgagor herein by deed from Comfortable Mortgages, Inc. of even date to be recorded herevith.

This is the same property as shown on Map Sheet 539.4, Block 1, Lot 102.

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