DONNIE S. TANKERSLEY R.M.C.

2009 1433 HSE 162

Fant & Fant Attys. our file no. 9254



## State of South Carolina

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Morgan Memorial Baptist Church, Trustees

(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 Forty Thousand,

and No/100----(\$ 40,000.00

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 \_\_\_\_\_ Three Hundred Twenty

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, being located on Trinity Way and shown as Lot No. 38, on plat of Northwood Hills, Section I, which plat, is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book RR at page 15, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on Trinity Way at the joint front corner of Lots Nos. 37 & 38, and running thence with the joint line of Lots, S. 32-15 W. 121.7 feet to an iron pin at the joint corner of Lots 36,37, and 38; thence with the line of Lots 36 and 38, S. 43-57 g; 125.5 feet to an iron pin at the joint corner of Lots 33, 35, 36 and 38; thence along the line of Lots 33 and 38, S. 81-30 E. 46.6 feet to an iron pin at the joint corner of Lots 32, 33, 38 and 39; thence with the joint line of Lots 38 and 39, N. 20-52 E. 158.9 feet to an iron pin on Trinity Way; thence along Trinity Way N. 67-15 W. 135 feet to the point of beginning.

This being the same property conveyed to Morgan Memorial Baptist Church by Deed of Samuel Price and Betty P. Price to be recorded herewith:

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