301 College Street P. O. Drawer 408 Greenville, S. C. 29602

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FILED GREENVILLE.CO. S. C.

JUN 8 11 36 AM '73

OF GREENVILLE

DONNIE S. TANKERSLEY

## LH.C State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

FOOTHILLS DELTA P., 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

FIFTY-EIGHT THOUSAND FOUR HUNDRED AND NO/100 ----- (\$ 58,400,00)

does not contain 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

Four Hundred conditions), said note to be repaid with interest as the rate or rates therein specified in installments of ...

Sixty-nine and 91/100 ------ (\$ 469.91 ) 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 Sixty-nine and 91/100 ----- (s 469.91 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 payable, and said holder shall have the right to institute any proceedings upon said note and any collatered given to receive the same for the process of collatered states. erals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

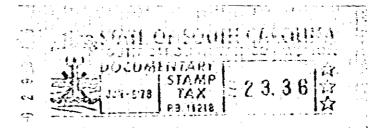
WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

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 bereby 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, Courty of Greenville, being shown and designated as Lot No. 9, Pecan Hill Drive, on a Plat of HOLLY TREE PLANTATION, PHASE II, SECTION II, made by Piedmont Engineers and Architects, Surveyors, dated January 10, 1974, recorded in the RMC Office for Greenville County, S. C. in Plat Book 5-D, Pages 47 and 48, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Pecan Hill Drive at the joint front corner of Lots Nos. 9 & 10; running thence with the joint line of said lots S. 37-58 E. 208.3 feet to an iron pin at the joint rear corner of Lots Nos. 8, 9 & 10; running thence with the joint line of Lots Nos. 8 & 9 S. 69-58 W. 190.06 feet to an iron pin on the eastern side of Maple Rock Ct.; thence running with the eastern side of Maple Rock Ct. N. 16-30 W. 170 feet to the southern intersection of Maple Rock Ct. and Pecan Hill Drive; running thence with the intersection of said streets N. 30-45 E. 33.95 feet; thence unning with the southern side of Pecan Hill Drive the following: N. 70-00 E. 50.00 feet; N. 60-00 E. 40 feet to an iron pin at the point and place of beginning.

This being the same property conveyed to Mortgagor by deed of HOLLY TREE PLANTATION, a Limited Partnership, dated June 8, 1978, which deed is of record in the Office of the RMC for Greenville County, S. C. in Deed Book 1080 at Page 738.



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