

## State of South Carolina

Greenville, SC 29602

MORTGAGE OF REAL ESTATE

GREENVILLE COUNTY OF...

To All Whom These Presents May Concern:

GARY G. HARBIT and CLAUDIA B. HARBIT

(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

SEVENTY THOUSAND AND NO/100-----

-----<sub>(\$</sub>70,000.00<sub>...</sub>)

**0**(

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 SIX HUNDRED

SEVENTY-FIVE AND 52/100

(\$ 675.52

) 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 20 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 collaterals given to the provider of the provider of the provider of the provider of the party of the provider of th 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 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 on the southeastern side of U. S. Highway No. 29 being shown as part of Lot 212 and part of Lot 211 on a plat of the Property of Robert J. Edwards dated May 1951, prepared by Dalton and Neves, Engineers, recorded in Plat Book EE at page 61 in the RMC Office for Greenville County and also being shown on a plat of the Property of Gary G. Harbit and Claudia B. Harbit dated August 17, 1978, prepared by Freeland & Associates, recorded in Plat Book 6-5 at page 74 in the RMC Office for Greenville County and having according to said latter plat the following metes and bounds, to-wit:

BEGINNING at an iron pin in the right of way line of U. S. Highway No. 29 at the joint front corner of Lot 211 and Lot 212 and running thence N 43-00 E 139.6 feet to a nail and cap in the intersection of U. S. Highway No. 29 and Elizabeth Drive; thence with the right-of-way of Elizabeth Drive S 33-55 E 318.2 feet to an iron pin; thence S 47-23 W 77.6 feet to an iron pin; thence N 45-09 W 304.2 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of L. E. Nicholson, to be recorded herewith.

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LOCUMENTARY STAMP

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