

M. Bur Her & All State of South Carolina

GREENVILLE COUNTY OF. ...

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

BOB MAXWELL 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

Ninety Thousand Eight Hundred and No/100ths ----- (\$ 90,800.00)

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

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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 Mortzagee, 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 hobler 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 Mortzagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN. That the Mortgazor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortzagee to the Mortzagee's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgager in hand well and truly paid by the Mortgage e at and before the scaling of these presents, the receipt whereof is hereby acknowledged, has granted, byrgained, sold, and released, and by these presents does grant, bargain, sell and release unto the Mortgagee ats successors and assigns, the following described real estate:

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All that piece, parcel or lot of land situate, lying and being on the southern side of Rosebud Lane in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 127 on a plat entitled "Section 5, Devenger Place" prepared by Dalton & Neves Co., dated February, 1978, and recorded in the R.M.C. Office for Greenville County in Plat Book 6-H at Page 73 and having according to said plat and a more recent plat entitled "Property of Bob Maxwell Builders" prepared by Freeland & Associates, dated December 12, 1978, the following metes and bounds:

BEGINNING at an iron pin on the southern side of Rosebud Lane at the joint front corner of Lots Nos. 127 and 128 and running thence with the line of Lot No. 128 S. 9-08 E. 150 feet to an iron pin; thence S. 80-52 W. 95 feet to an iron pin in the line of Lot No. 126; thence with the line of Lot No. 126 N. 9-08 W. 150 feet to an iron pin on the southern side of Rosebud Lane; thence with the southern side of Rosebud Lane N. 80-52 E. 95 feet to the point of beginning.

ALSO:

All that piece, parcel or lot of land situate, lying and being on the northern side of Rosebud Lane In the County of Greenville, State of South Carolina, being shown and designated as Lot No. 138 on a plat entitled "Section 5, Devenger Place" prepared by Dalton & Neves Co., dated February, 1978, and recorded in the R.M.C. Office for Greenville County in Plat Book 6-H at Page 73 and having according to said plat and a more recent plat entitled "Property of Bob Maxwell Builders" prepared by Freeland & Associates, dated December 12, 1978, the following metes and bounds:

(See Attached Rider)

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