FILED GREENVILLE CO. S. C. Jul 12 2 co PH '74 DONNIE S. TANKERSLEY RH.C.

DONNIE S. TANKERSUFY JUN 2-8-1979

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EDERAL JAVINGS OF GREENVILLE

PAID SATISFIED AND CANCELLED AND LOAN ASSOCIATION IIST Faderal Savings and Loan Associa 35699

State of South Carolina

GREENVILLE COUNTY OF.....

To All Whom These Presents May Concern:

Attorneys At Law Post Office Box 167

Ret. Sation to ?

MORTGAGE OF REAL ESTATI

CLARKE & JACOE VAINLESS KON

Lee Roy Benton and Lary S. Benton Mauldin, S. C. 29862

... (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 TWENTY-LIVE

Thousand One Hundred Fifty 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 . Two Hundred Two

and 38/100 (\$ 202.38) 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 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 bolder 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 Mortgager 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 Mortgager at and before the sealing of these presents, the receipt whereof the beauty acknowledged, has granted, burgained, sold, and released, and by these presents does grant, bargain, sell and release unto the Mortgage 2, 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, hing and being MEXEMENTSERVENTEENE On the eastern side of Knight Place near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 46 as shown on a Piac entitled "Canterbury Subdivision, Section II", prepared by Heaner Engineering Co., Inc., dated July 17, 1972, recorded in the R. In. C. Office for Greenville County, South Carolina, in Plat Book 4R at Page 32 and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of the terminus of Knight Place at the joint front corner of Lot No. 46 and Lot No. 27 of Canterbury Subdivision, Section I, and running thence with the line of Lot No. 27, N. 74-23 E. 88.78 feet to an iron pin in the line of Lot No 47. thence with the line of lot No 47 C 32 50 00 E 102 77 Fact