S.QV, LATHAN, FAYSSOUX SMITH & BARBARE, P. 850 Wade Hamplan Boulevard Greenville, South Carolina 29509

Aug 23 11 22 44 '72 **ELIZADETH RIDDLE** R.H.C.

FILED

GREENVILLE CO. S. C.

AUG 20 1979

AND LOAN ASSOCIATION. OF GREENVILLE TO

6393

State of South Carolina

GREENVILLE COUNTY OF....

To All Whom These Presents May Concernate

MORTGAGE OF REAL EST

Richard A. Kugler & Julia S. Kugler ---- (bereinester referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION DE CREENVILLE, SOUTH CAROLINA (bereinafter referred to as Mortgagee) in the full and just sum of ... Twenty: two_Thousaid

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 _One_Hundred_Pifty-

seven and 33/100 ----- (\$ 157.33 ----) Dollars each on the first day of each mooth 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 == 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 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 Mortgagoe 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 MFN. 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'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 kereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto the Mortgagor, 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

ALL that piece, parcel or lot of land situate, lying and being on the northwestern side of Yorkshire Drive (formerly Mabel Drive) near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 253 of a subdivision of the property of Robert J. Edwards, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book EE at Page 61 and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Yorkshire Drive at the joint front corner of Lots Nos. 153 and 154 and running thence N. 47-0 W., 200 feet to an iron pin; running thence N. 43-0 E., 100 feet to an iron pin at the corner of Lots Nos. 252 and 253; running thence S. 47-0 E., 200 feet to an iron pin on Yorkshire Drive; running thence with said drive S. 43-0 W., 100 feet to an iron pin, point of beginning.