FILED

GREENVILLE CO. S. C.

MAY 12 11 25 AM '78

DONNIE S. TANKERSLEY
R.H.C.

CREENTIED

FEB 1 255 PH 180

OGNALL

FIRST D AND CANCELLED

FIRST D AND CANCELLED

**State of South Carolina** 

MORTGAGE OF REAL ESTATE CALL

of Greenville, S. C. 1316

EAL ESTATE CAL 9 127121

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

23674

Starke III

We. Abner B. Foran and Gladys R. Foran

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS

OF GREENVILLEATER Federal Savings and Loan Association

WHEREAS, the Mortzagor 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 thousand and no/100------dollars (\$ 50,000.00 }

Dollars, as evidenced by Mortzagor'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 four hundred and

two and 32/100 ------dollars (5 402.32 ) 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 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 impaid for a period of thirty days, or if there shall be any failure to comply with and shide by any By-Laws or the Charter of the Mortzager, 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 helder 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's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN. That the Mortzagor, in consideration of said del4 and to secure the payment thereof and any further sums which may be advanced by the Mortzagor to the Mortzagor's account, and also in consideration of the sum of Three Dellars (\$3.00) to the Mortzagor in hand well and truly paid by the Mortzagor 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 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, hing and being in the State of South Carolina, County of Greenville, on the southern side of

Peppertree Drive, being shown and designated as Lot No. 149 (one hundred and forty-nine) on plat of Dove Tree Subdivision Dated September 18, 1972, revised Earch 29, 1973, prepared by Piedront Engineers and Architects, recorded in the R. M. C. Office for Greenville County in Plat Book 4-X at Pages 21 through 23, and being described as follows according to said plat:

BEGINNING at an iron pin on the southern side of Peppertree Drive at the joint front corner of Lots 148 and 149 and running thence along said Drive, N. 34-11 E. 100 feet to an iron pin; thence N. 49-41 R. 80 feet to an iron pin; thence N. 66-11 E. 80 feet to an iron pin; thence N. 75-11 E. 55 feet to an iron pin at the joint front corner of

GCTC