

SEARCHED
INDEXED
FILED
FEB 5 1971
CO. S.C.
DONALD C. FERSLEY
SAC

1495 75
MA 70 11177

SEARCHED AND CANCELLED

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
AND LOAN ASSOCIATION OF GREENVILLE, S.C.

P.O. Box 116, Greenville,
State of South Carolina 29310
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE 1970
VOLUME 12 NUMBER 12

To All Whom These Presents May Concern:

HEARTHSTONE BUILDERS, a South Carolina Partnership

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

WHEREAS, the Mortgage is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagor) in the sum of Forty Three Thousand Two Hundred and No/100----- (\$43,200.00)

Dollars as evidenced by Mortgagor's promissory note of even date herewith, which note does not provide a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), and note is to be repaid with interest at the rate of nine percent (9%) per annum, interest only paid monthly on advances with the entire balance being due and payable 12 months from date of note.

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 provisions of the Note or of the Mortgage, 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 against said note and any obligations 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 Mortgagor 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, doth further sum which may be advanced by the Mortgagor to the Mortgagor's account, and also in consideration of the sum of Thirty Dollars (\$30.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the writing of these presents, the said Mortgagor is hereby 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 Greenville, City of Greenville, being shown and designated as Lot No. 62 on a final plat of Henderson Forest, formerly Terrydale Subdivision, made by Campbell and Clarkson, Surveyors, Inc., dated June 9, 1971, recorded in the R.M.C. Office for Greenville County in Plat Book 4-R, Page 41 and having the following notes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Meredith Lane at the joint front corner of lots 61 and 62 and running thence along the common line of said lots N. 83-46 W., 323.4 feet to an iron pin at the joint rear corner of said lots; thence along the rear of lot 62 N. 7-05 E., 55.0 feet to an iron pin at joint rear corner of lots 62 and 63; thence along the common line of said lots S. 83-46 E., 122.7 feet to an iron pin on the western side of Meredith Lane; thence along the western side of Meredith Lane S. 6-14 E., 85 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagor by deed of Harry J. Steele and

4328 RV-2