

FILED
GREENVILLE CO. S. C.

JUN 7 1976 PH '76
DONNIE S. TANKERSLEY
R.H.C.



FIRST
FEDERAL SAVINGS
AND LOAN ASSOCIATION
OF GREENVILLE

PAID SATISFIED AND CANCELLED
First Federal Savings and Loan Association
of Greenville, S.C.

1359 113,505

June 1980

(Signature)

State of South Carolina
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

MYRIL J. WEILER and Z. ROVENE WEILER

JUN 2 1980

36365

(Borrower referred to as Mortgagor) (SUND(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 Mortgagor) in the full and true sum of THIRTY-FIVE

Thousand and No/100----- \$ 35,000.00)

Dollars as evidenced by Mortgagor's promissory note of even date herewith, which note does not have a provision for escalation of interest rate (paragraph 9) and it of the mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid with interest at the rate or rates therein specified in installments of TWO HUNDRED,

Seventy-five and 35/100----- \$ 275.35) Dollars each on the first day of each month thereafter, 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 balance, 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 Mortgagor, 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 collateral given in 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 and any further sums which may be advanced by the Mortgagor to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to be Mortgagor in hand well and truly paid by the Mortgagor at and before the sealing 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 Mortgagor, its successors and assigns, the following described real estate:

All that certain piece, parcel, or lot of land with all improvements thereon, or heretofore so far constructed thereon, situated lying and being in the State of South Carolina, County of Greenville, shown as Lot no. 290 on Plat of Devenger Place, Section 8, recorded in Plat Book 5P at Page 4, and having such courses and distances as follows:

BEGINNING at an iron pin on the northern side of Devenger Road, at the joint front corner of Lots Nos. 291 and 290 and running thence with the joint line of said lots, N. 3-49 V. 200 feet to an iron pin; thence N. 86-11 E. 100 feet to an iron pin at the joint rear corner of Lots Nos. 289 and 290; thence with the joint line of said lots, S. 3-49 E. 200 feet to an iron pin on the northern side of Devenger Road; thence along said Road, S. 86-11 W. 100 feet to an iron pin, being the point of beginning.

4328 RV 2