

FILED
GREENVILLE CO. S. C.

SEP 25 4 21 PM '08

OLLIE FARMSWORTH
R. H. C.

State of South Carolina

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

JOE J. ROGERS AND CLARA C. ROGERS

(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-Two Thousand Nine Hundred Fifty and no/100----- (\$ 22,950.00--)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, said note to be repaid with interest at the rate

One Hundred Seventy-Seven and 14/100

therein specified in installments of (\$ 177.14-----)

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 25 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 such 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 Mortgagee 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 Mortgagee 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 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, lying and being in the State of South Carolina, County of Greenville, on the northern

side of Mimosa Street, being shown as Lot 97 on plat of Heritage Hills recorded in Plat Book YY at page 187 in the RMC Office for Greenville County, and having according to said plat the following metes and bounds:

Beginning at an iron pin on the northern side of Mimosa Street at the joint front corner of Lots 97 and 96, and running thence with line of Lot 96, N 17-41 W 154 feet to an iron pin at rear corner of Lot 84; thence with line of Lot 84, S 78-27 W 105 feet to an iron pin on rear corner of Lot 98; thence with line of Lot 98, S 17-39 E 157.8 feet to an iron pin on the northern side of Mimosa Street; thence with the northern side of said Street, N 72-39 E 52.3 feet and N 80-11 E 52.8 feet to the beginning corner.

Being the same property conveyed to the mortgagor by deed of Bob Maxwell Builders, Inc., to be recorded herewith.

THE MORTGAGOR'S PROMISSORY NOTE REFERRED TO ABOVE, CONTAINS, AMONG OTHER THINGS, A PROVISION FOR AN INCREASE IN THE INTEREST RATE