GREENVILLE CO. S. C.

AR 21 12 30 AM '71

OLLIE FARRSHORTH
R. H. C.



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

We, David C. Francis and Frances B. Francis

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

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of Thirty. Thousand

One Hundred Fifty Dollars

(\$ 30,150,00)

Dollars as evidenced by Mortgagor's promissory note of even date herewith, which note contains 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 TWO Hundred

Thirty Two Dollars & Seventy Two Cents (\$ 232.72) 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 4

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 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 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 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, lying and being in the State of South Carolina, County of Greenville, Cantt Township, State of South Carolina, known and designated as Lot No. 10, on a Plat of the property of William Maxwell, made by C. O. Riddle, R. L. S., September, 1966, and recorded in the R. M. C. Office for Greenville County in Plat Book QQQ, at Page 37; and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the northwestern side of Maxwell Avenue at the joint corner of Lots 9 and 10 and running thence with Maxwell Avenue N. 23-55 E. 29.6 feet to an iron pin; thence still with Maxwell Avenue N. 22-46 E. 95.7 feet to the curve of the intersection of Maxwell Avenue and Driver Avenue; thence with said curve (the chord of which is N. 25-09 W. 34.4 feet) to a pin on the southern side of Driver Avenue; thence with Driver Avenue N. 70-05 W. 87.65 feet to a pin at the joint front corner of Lots 10 and 11; thence with Lot 11 S. 19-55 W. 150 feet to a pin on the line of Lot 9; thence with Lot 9 S. 70-05 E. 104.6 feet to the beginning corner.

THIS lot is subject to a building setback line and drainage easement shown on said Plat, and to restrictive covenants of record.

BEING the same property conveyed to the Mortgagors by William Maxwell on October 3, 1967, as noted in Deed Book 834 at Page 267, in the Office of the R. M. C. for Greenville County.