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FILED GREENVILLE CO. S. C.

OLLIE FARRSHORTH



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

We, Thomas Roy Powell and Beverly R. Powell,

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

Nine Hundred Fifty and No/100----- (\$ 13,950.00)

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), said note to be repaid with interest as the rate or rates therein specified in installments ofOne ... Hundred ... Two ... 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 proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagoe 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, at the southeastern corner of the intersection of Floyd Street and Marion Road, being known and designated as Lot # 94, as shown on a plat entitled "Monaghan Subdivision", Section Two, made by Piedmont Engineering Service, Greenville, S. C., May, 1957, recorded in the R. M. C. Office for Greenville County in Plat Book GG at page 151 and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Floyd Street at the joint corner of Lots Nos. 93 and 94, and running thence with the line of Lot No. 93, S. 38-30 W. 129.3 feet to an iron pin at the joint rear corner of Lots Nos. 94 and 95; thence with the line of Lot # 95, N. 48-30 W. 159.5 feet to an iron pin on the eastern side of Marion Road; thence with the eastern side of Marion Road, N. 41-30 E. 95 feet to an iron pin; thence with the curve of the intersection of Marion Road and Floyd Street, the chord of which is N. 85-30 E. 36.2 feet to an iron pin on the southern side of Floyd Street; thence with the southern side of Floyd Street, S. 51-30 E. 128.9 feet to the point of beginning.