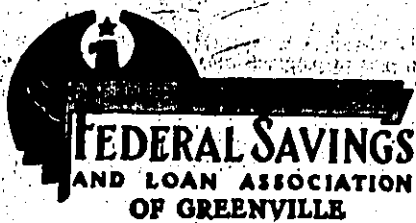


FILED  
GREENVILLE CO. S. C.

OCT 18 2 38 PM '71

OLLIE FARNSWORTH  
R. M. C.

BOOK 1210 PAGE 347



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Anthony G. McNay and Terence M. McNay

(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 One Hundred Sixty Thousand and No/100----- (\$ 160,000.00 )

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain 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 One Thousand Four Hundred Thirty-Nine and 58/100----- (\$ 1,439.58 ) 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 20 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 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, City of Greenville, on the western side of South Pleasantburg Drive (also known as S. C. Bypass 291), and being a portion of Lot 47 shown on Plat of Property of Estate of Tully P. Babb dated August, 1954, prepared by Dalton & Neves, and recorded in the RMC Office for Greenville County, in Plat Book GG, at Pages 158 and 159, and having the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of South Pleasantburg Drive at the joint front corner of Lots 47 and 48 and running thence along the joint line of said Lots S. 83-10 W. 350 feet to an iron pin at the joint rear corner of said Lots; thence along the joint line of said Lots 47 and 50 S. 6-50 E. 250 feet to an iron pin on the northern side of Skyview Drive; thence along the northern side of said Drive N. 83-10 E. 20 feet to an iron pin; thence along the rear of property now or formerly owned by Robert C. Thrasher N. 6-50 W. 80 feet to an iron pin; thence continuing along the line of said Thrasher Property N. 83-10 E. 330 feet to an iron pin on the western side of South Pleasantburg Drive; thence along the western side of said Drive N. 6-50 W. 170 feet to the point of beginning.

The following pre-payment penalty shall apply to this mortgage and the note it secures:

- (a) For the first five-year period of the loan, a pre-payment penalty will be charged in the amount of 5% of any amount prepaid.
- (b) For the remaining term of the loan, there will be a penalty of six (6) months' interest on any amount prepaid over twenty percent (20%) of the original amount of the loan paid on any one loan year.