

'FILED
GREENVILLE CO. S.C.

BOOK 1239 PAGE 494

JUN 30 1936 PM '77
OLLY FARNWORTH
R.H.O.

FEDERAL SAVINGS
AND LOAN ASSOCIATION
OF GREENVILLE

State of South Carolina

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Donald G. Whitehead and Faye M. Tryphon

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

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

Fourteen Thousand Eight Hundred and no/100 Dollars (\$14,800.00---)

Dollars as evidenced by Mortgagee's promissory note of even date heretoforesigned which note does not contain a provision for escalation of interest rate (provisions 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), and rate to be paid on such note is the rate or rates charged on installments of

One Hundred

Nine and 38/100 Dollars (\$19,38---) 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 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 collateral 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 require additional to the sum above for such further sums as may be advanced to the Mortgagee secured for the payment of taxes

NOW KNOW ALL MEN: That the Mortgagor, in consideration of said note and to secure the payment thereof and any further sums which may be advanced by the Mortgagee, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagee in hand, well and truly delivered, hereinafter referred to as earnest money, and for 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, Twenty

Greenville, being shown as Lot 4 on plat of "Property of Leslie & Shaw" recorded in Plat book #2 of page 19 in the RMC Office for Greenville County, and fronting on Artillery Road, and having the following metes and bounds:

Beginning at an iron pin on Artillery Road at the junction front corner of Lots 4 and 5, and running thence with line of Lot 5, S 59-30 W 200 feet to an iron pin; thence N 30-30 W 75 feet to an iron pin; thence with line of Lot 3, N 59-30 E 200 feet to an iron pin; thence with Artillery Road, S 30-30 E 75 feet to the beginning corner.