FILED GREENVILLE CO.S.C.

AUG. 8 1.05 PH. 72 ELIZABETH RIDDLE R.M.C.



State of South Carolina

COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern: _

ROBERT E. STEWART and WANDA A. STEWART

(heremafter 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

SIXTEEN THOUSAND FOUR HUNDRED and no/100-----(\$ 16,400.00_)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note <u>does not contain</u> a provision for escalation of interest rate (paragraphs 9-and 10 of this mortgage provides for an escalation of interest rate under certain

paid, to be due and payable 10 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 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 Mortgagoe 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 scaling 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, on the Southwestern side of Fairlane Drive, being shown and designated as Lot No. 114 on a Plat of the Property of W. J. Greer, made by C. F. Webb, dated February, 1960, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book OO, Page 489, and also shown on a Plat of the Property of Mrs. B. E. Greer and William J. Greer entitled "Addition to Greenbrier", made by C. F. Webb, dated June, 1961, and recorded in the RMC Office for said County and State in Plat Book AAA, Page 61, and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwestern side of Fairlane Drive, joint corner of Lots Nos. 114 and 115, and running thence with the joint line of said lots, S. 44-30 W., 169.9 feet to an iron pin on the Northeastern side of a County Road; thence with the Northeastern side of said County Road, S. 43-30 E., 100.3 feet to an iron pin, joint corners of Lots Nos. 113 and 114; thence with the joint line of said lots, N. 44-30 E., 173.8 feet to an iron pin on the Southwestern side of Fairlane Drive; thence with the Southwestern side of Fairlane Drive, N. 45-30 W., 100 feet to the point and place of beginning.