

AFFIDAVIT
FILED *R. H. C.*

BOOK 1273 PAGE 224

RECORDED
INDEXED
File

FIRST
FEDERAL SAVINGS AND LOAN ASSOCIATION
OF GREENVILLE, S. C.
FILED
APR 20 12 25 PM '73

State of South Carolina
COUNTY OF GREENVILLE

DOMINE S. TANKERSLEY
MORTGAGEE OF REAL ESTATE

To All Whom These Presents May Concern:

William D. Sosby and Dorothy M. Sosby

(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

fifty one thousand two hundred dollars (\$ 51,200.00)

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

condⁿions), said note to be repaid with interest as the rate or rates therein specified in installments of three hundred sixty-six and 82/100 dollars (\$ 366.82) 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 30 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, on the northern side of Edwards Road, being shown and designated as the greater portion of Lot 40, Sector I, Botany Woods, said plat recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book CCC, at Page 163. Reference is hereby craved to a more recent plat of the part of Lot 40, said plat being shown as the property of Charles T. Early and Eleanor A. Early, by R. B. Bruce, RLS, and recorded in the R.M.C. Office for Greenville County, Plat Book 4K, Page 137, and having, according to the plat recorded in 4K at Page 137, the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Edwards Road at the joint front corner of Lots 39 and 40 and running with the joint line of said Lots N05-20W 190 feet to an iron pin at the rear corner of Lot 39; thence N04-20W 50 feet to an iron pin, rear corner of Lot 40; thence along the rear of said Lot N88-25E 134.4 feet to an iron pin; thence S07-20E 230.9 feet to an iron pin on the northern side of Edwards Road; thence S84-30W 142.6 feet to an iron pin, point of beginning.

This is the identical piece of property conveyed to Charles T. Early and Eleanor A. Early by deed of Joseph F. Poterala and Laura C. Poterala by deed recorded in the R.M.C. Office for Greenville County, Deed Book 922 at Page 156. The said Charles T. Early, by deed dated October 5, 1972, and recorded in R.M.C. Office for Greenville County, Deed Book 957 at Page 159, conveyed his one-half interest in said property to his wife, the Grantor herein. Also, and together with an easement across the remaining portion of said Lot 40 of said addition and revision of Sector I, Botany Woods, for the purpose of the sewer line serving the property conveyed herein, with a right of access to maintain, operate and repair said sewer line and with all other rights with respect to said line. Said easement being recorded in Deed Book 746 at Page 461 and the provisions of which are incorporated herein.