8861 1284 no 831

CREENVILLE CO. S. C.

JUL 18 10 52 14 '73

DONNIE S. TANKERSLEY
R.H.C.



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

10 Mil Milotti Tilese Fresents may concern.
H. BLAIR DAUGHERTY AND PATRICIA M. DAUGHERTY
(hereinafter referred to as Mortgagor) (SEND(S) CREETINGS:
WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of
Forty Thousand and No/100 (#40,000.00)
Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain 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 "Iwo Hundred
Eighty-nine and 11/100
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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 Mortgagor 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 Mortgagor at and before the sealing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and mleased, and by these presents does grant, bargain, sell and release unto the Mortgagoe, 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, bring and being in the State of South Carolina, County of Greenville, being known and designated as Lot Number 41 of the Foxcroft Subdivision, Section II, as shown on plat prepared by C.O. Riddle, dated July 15, 1971, recorded in Plat Book 4-N at Page 37 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Red Fox Court, said pin being the joint front corner of Lots 40 and 41 and running thence with the common line of said lots, N 11-16 w 140.3 feet to an iron pin, joint rear corner of Lots 40 and 41; thence, S 86-16 E 57.5 feet to an iron pin; thence, S 76-24 E 121.2 feet to an iron pin, joint rear corner of Lots 41 & 42; thence with the common line of said lots, S 17-01 E 168.9 feet to an iron pin on the northerly side of Red Fox Court; thence with the northerly side of Red Fox Court, N 73-03 W 49.6 feet to an iron pin; thence continuing with said Court, N 48-50 W 36.4 feet to an iron pin; thence continuing with said Court, N 52-55 W 29 feet to an iron pin, the point of beginning.

