

1416 216



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Henry L. Franks and Doris C. Franks

(hereinafter referred to as Mortgagee) (SEND(S) GREETINGS:

WHEREAS, the Mortgagee 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

-----Twenty Six Thousand and No/100----- (\$ 26,000.00 )

Dollars, as evidenced by Mortgagee'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 at the rate or rates therein specified in installments of

---Two Hundred Four and 55/100----- \$ 204.55 ) 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 collateral given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings, and

WHEREAS, the Mortgagee may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagee's account for the payment of taxes, insurance premiums, repairs, or for any other purpose,

NOW KNOW ALL MEN, That the Mortgagee, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced to the Mortgagee to the Mortgagee's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagee 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

ALL that certain piece, parcel or lot of land, situate, lying and being on the western side of Howell Road, in the County of Greenville, State of South Carolina, being shown and designated as Lot 260 on a plat of Section 5, Botany Woods, recorded in the RMC Office for Greenville County; South Carolina in Plat Book YY, at Pages 6 and 7, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the western side of Howell Road at the joint front corner of Lots 259 and 260, and running thence along the common line of said Lots N. 88-15 W. 140 feet to a point; thence running along the line of Lot 258, N. 16-29 W. 71.4 feet to a point; thence running along the line of Lot 248 N. 33-0 E. 43.0 feet to a point; thence running along the common line of Lots 247 and 260 S. 88-15 E. 140 feet to a point on the western side of Howell Road; thence running along the said Howell Road S. 1-45 W. 104.7 feet to the point of BEGINNING.

This being the same property conveyed to the mortgagors by deed of R. C. Crawford recorded February 12, 1971 in the RMC Office for Greenville County in Deed Vol. 908 at Page 417.

COPIES  
2 NOV 1987  
1331

3.0001

127

4328 RV.2

157420