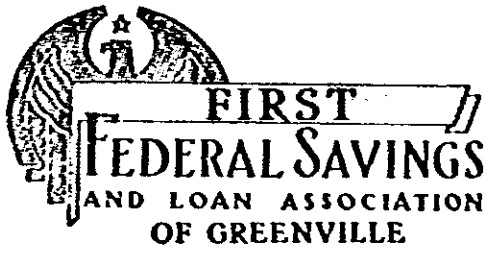


1001 College St. Greenville SC

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S.C.
JUN 24 PM '80
WERSLEY

BOOK 1505 PAGE 766



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

JIMMY L. STEPHENS

(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

Sixty-Three Thousand Nine Hundred and No/100----- (\$ 63,900.00_)

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 conditions), said note to be repaid with interest as the rate or rates therein specified in installments of monthly interest.

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 1-1/2 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 Hammett Road, being shown as Lot No. 125 on plat of SECTION NO. 2, RIVER DOWNS, prepared by Piedmont Engineers, Architects & Planners, dated September 22, 1975, recorded in the RMC Office for Greenville County, S.C., in Plats Book 5-D, Page 91, and revised on February 11, 1976, the revised plat being recorded in Plats Book 5-P, Page 15, and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Hammett Road, joint front corner of Lots 124 and 125, and running thence along said road S. 35-20 89 feet to an iron pin on said road; thence continuing along said road S. 31-07 E. 24 feet to an iron pin on said road at the joint front corner of Lots 125 and 158; thence with the joint line of said lots S. 55-21 W. 225.42 feet to an iron pin; thence along the rear line of Lot 114, N. 31-07 W. 120 feet to an iron pin at the joint rear corner of Lots 124 and 125; thence with the joint line of said lots N. 57-06 E. 218.41 feet to an iron pin on the western side of Hammett Road, the point of beginning.

This being a portion of the property conveyed to the mortgagor herein by deed of William R. Rowan, III, and Judith G. Rowan recorded on January 5, 1979, in the RMC Office for Greenville County, S.C., in Deeds Book 1094, Page 880.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF GREENVILLE COUNTY, SOUTH CAROLINA
DOCUMENTARY
JUN 25 1980

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