

FILED
GREENVILLE CO. S. C.
FEB 3 11 54 AM '81
DONNIE S. TANKERSLEY
R.H.C.

FILED
GREENVILLE CO. S. C.
FEB 4 11 37 AM '81

HILL, WYATT & BANISTER
BOOK 1332 PAGE 534
13 FEB 2 1981

TANKERSLEY
FIRST
FEDERAL SAVINGS
AND LOAN ASSOCIATION
OF GREENVILLE

FEB 4 1981
MORTGAGE OF REAL ESTATE
1-30-81
Donnie S. Tankersley
B. M. Johnson

State of South Carolina
COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

22175

Jack E. Shaw Builders, Inc.

(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

Forty Thousand Eight Hundred and No/100 (\$40,800.00)

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 at the rate or rates therein specified in installments of

Three Hundred Thirty and 56/100 (\$ 330.56) 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 29 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 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;

GCTD --- 1 FE 4 81 90

4328 IV-2