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20 1352 ASE 379

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

We, Ralph Guerrero and Frances G. Guerrero, of Greenville County,

(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 Mortgagoe) in the full and just sum of

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

Dollárs, as evidenced by Mortgagor's promissory note of even date herewith which note 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

Two Hundred Nine and 21/100-----(5 209.21) 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 impaid 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 scaling 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 the non-cr-bereafter to be constructed thereon situate bring and being in the State of South Carolina, County of Greenville, in Austin Township, within the Corporate limits of the Town of Mauldin, and being shown and designated as Lots 57, 58 and 59 of a subdivision known as GLENDALE II, as shown on a plat recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book OOO, at Page 55, and having, according to said plat, the following aggregate metes and bounds, to-wit:

BEGINNING at an iron pin on Sycamore Drive at the joint front corner of Lots 59 and 60 and running thence with the curve of said Drive, the chord of which is S. 33-34 E. 90 feet; thence continuing with the curve of said Drive, S. 53-28 E. 105 feet to an iron pin; thence S. 22-52 E. 37 feet to an iron pin; thence with the right-of-way of Riggs Court, S. 19-23 W. 105 feet; thence continuing S. 19-23 W. 35 feet to an iron pin; thence S. 56-04 W. 49.5 feet to an iron pin; thence with the curve of Riggs Court, the chord of which is S. 55-03 W. 31.1 feet to an iron pin; thence N. 70-37 W. 186 feet to an iron pin on a branch; thence N. 14-22 W. 32.7 feet to an iron pin; thence N. 6-05 W. 109.3 feet to an iron pin; thence N. 38-17 W. 68.5 feet to an iron pin; thence N. 65-16 E. 222.5 feet to an iron pin on Sycamore Drive, the point of beginning; being the same conveyed to us by First Federal Savings and Loan Association of Greenville by deed of even date, to be recorded herewith.

5.10.40

