First Federal Savings and Loan Association 301 College Street Greenville, S. C.



State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

Threatt-Maxwell Enterprises, 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 (bereinafter referred to as Mortgagee) in the full and just sum of

Forty-four thousand and no/100ths-----(\$ 44,000.00)

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 Three hundred fifty-

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 thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southern side of Rosebay Drive, being shown and designated as Lot 171 on plat of Dove Tree, dated September 18, 1972, revised March 29, 1973, prepared by Piedmont Engineers and Architects, recorded in Plat Book 4-X at Pages 21 through 23 and being described, according to said plat, more particularly, to-wit:

Beginning at an iron pin on the southern side of Rosebay Drive at the joint front corner of Lots 171 and 172 and running thence along said Drive, N 64-15 E 91.4 feet to an iron pin; thence N 69-41 E 34.6 feet to an iron pin at the joint front corner of Lots 170 and 171; thence with the common line of said Lots, S 26-57 E 158.2 feet to an iron pin; thence S 65-25 W 138.4 feet to an iron pin at the joint rear corner of Lots 171 and 172; thence along the common line of said Lots, N 22-26 W 158.9 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Dove Tree Realty, a Partnership dated November 12, 1976 and recorded November 12, 1976 in Deed Book 1046

MOVIET TAX E 1 7. 6 0

 $\dot{\circ}$ 0

**76** 

30

(V)

**(** 

0