First Federal Savings and Loan Association

P.O. Drawer 408, Greenville, SC 29602

acex 1411 acc 992

GREENVILLE, CO. S. C. get 4 3 41 FH '77 DENNIE S. TANKERSLEY



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

--V. HARLEAN SMITH-----

(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

FIFTY-FIVE THOUSAND AND NO/100----- (\$55,000.00)

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

Four Hundred Twenty-two and 91/100--- (\$ 422.91 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 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 Mortgager's account; and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgager 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, containing 8.56 acres on the Southern side of Suber Road and being shown on a plat entitled "Property of V. Harlean Smith," dated August, 1977, made by Dalton and Neves Co., Engineers, and recorded in the RMC Office for Greenville County, S.C., in Plat Book 6E at page 9/, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at a nail and cap in the center of Suber Road at the joint front corner of property herein mortgaged and other property of mortgagor and running thence S16-03E 627.2' to an iron pin; thence running S83-23W 729.0' to an iron pin on the Eastern bank of Woodruff Creek, with the center of creek being the property line; the traverse of which is as follows: N19-51E 291.6' to an iron pin; N8-40E 544.7' to a nail and cap, center of bridge on Suber Road; thence running along the center of Suber Road, the following course and distances: S73-36E 157.1 to a nail and cap; thence continuing S69-33E 233.5' to a nail and cap, thus being the point and place of

Being a portion of property heretofore conveyed to V. Harlean Smith by deed of Vivian J. Burnett, et al, dated April 28, 1973, recorded in the RMC Office for Greenville County, S.C., in Deed Book 973 at page 515. See also Deed Book 973, page 562.

Sand State of the Street