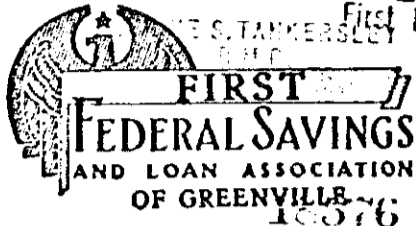


FILED
GREENVILLE CO. S. C.

BOOK 1439 PAGE 851
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NOV 31 3 30 PM '77

NOT RECORDED AND CANCELLED



First Federal Savings and Loan Association
of Greenville, S. C.

Leida L. Smith
Secretary

December 11, 1977
Witness *Paul Jackson*

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Garrett, Howard & McCauley Construction Company, 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 and 00/100 (\$ 40,000.00)

Dollars, 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 Three Hundred

Twenty-One and 85/100 321.85) 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 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 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, being in the State of South Carolina, County of Greenville, and being known and designated as Lot No. 58 of a Subdivision known as Canebrake I as shown on a plat thereof prepared by Enwright Associates, dated August 18, 1975 and revised October 6, 1975 and recorded in the Greenville County R.M.C. Office in Plat Book 5-D at Page 96, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Duquesne Drive, joint front corner of Lot Nos. 57 and 58 and running thence with the joint line of said lots N. 20-35 W. 141.13 feet to an iron pin in the rear line of Lot No. 52, joint rear corner with Lot. 57; thence running with the rear line of Lot No. 52 and continuing with the rear line of Lot No. 51 S. 67-05 W. 90.00 feet to an iron pin in the rear line of Lot No. 51, joint rear corner with Lot No. 59; thence running with joint line of Lot Nos. 58 and 59 S. 20-34 E. 141.13 feet to an iron pin on the northeastern side of Duquesne Drive, joint front corner with Lot. 59; thence running with said Drive, N. 67-05 E. 180.85 feet to the point of beginning.

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