GREENVILLE CO. S. C.

OUT 8 3 20 FH '73

DONNIE S. TANKERSLEY
R.M.C.



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

RACKLEY, BUILDER-DEVELOPER, INC.
(bereinafter referred to as Mortgagor) (SEND(S) CREETINGS:
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
Twenty Seven Thousand, Nine Hundred and No/100 (\$ 27,900.00)
Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note Contains 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 particularly xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
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paid, to be due and payable 12 y & after date; and months
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.

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, hing and being in the State of South Carolina, County of Greenville, located on the southwestern corner of the intersection of Delmar Drive and Brentwood Way, being known and designated as Lot No. 39 on a plat of Brentwood, Section 2, made by Piedmont Engineers & Architects May 19, 1972 and recorded in the R. M.C. Office for Greenville County, South Carolina, in Plat Book 4-R, page 5, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Delmar Drive at the joint front corner of Lots Nos. 38 and 39, and running thence with the common line of said lots, S 61 34 W 154.6 feet to an iron pin in the rear line of lot 22; thence with the rear line of Lot No. 22 N 36 00 W 20 feet to an iron pin at the rear corner of Lot No. 21; thence with the rear line of Lot No. 21 N 23 34 W 140.2 feet to an iron pin on the southern side of Brentwood Way; thence with the southern side of Brentwood Way N 70 57 E 127.0 feet to an iron pin at the intersection of Delmar Drive and Brentwood Way; thence with the said intersection S 67 47 E 37.7 feet to an iron pin on the western side of Delmar Drive; thence with the western side of Delmar Drive S 26 30 E 110.0 feet to an iron pin, the point of BEGINNING.

