

Mortgagee's mailing address: 301 College Street, Greenville, S. C.

GREENVILLE CO. S.C.
Nov 12 11 32 AM '77
DUNNIE S. TANKERSLEY
R.M.C.

BOOK 1142 PAGE 704



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

CHARLES W. MOORE AND PEGGY W. MOORE

(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 Twenty-Two Thousand and No/100 (\$22,000.00)

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 One Hundred Sixty-Nine and 80/100 (\$ 169.80) 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 25 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, lying and being in the State of South Carolina, County of Greenville, Town of Fountain Inn, on the northerly side of Belmont Drive, being shown and designated as Lot No. 23 and the westerly one-half (1/2) of Lot No. 22, on plat entitled "Addition to Belmont Estates", recorded in the RMC Office for Greenville County, S.C., in Plat Book "PPP", at Page 87, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a point on the northerly side of Belmont Drive, at joint front corner of Lots Nos. 23 and 24, and running thence with the joint lines of said lots N. 27-20.E 286.5 feet to a point; running thence S. 6028 E. 150 feet to a point at the center of the point on the northerly side of Belmont Drive; running thence with the northerly side of Belmont Drive, N. 60-28 W. 50 feet to a point; thence continuing with the northerly side of Belmont Drive, N. 55-30 W. 101.8 feet to the point of BEGINNING.

First Federal Savings and Loan Association of Greenville, S. C., acknowledges that the within debt was incurred on November 13, 1969 as secured by a real estate mortgage of even date being recorded in the RMC Office for Greenville County in Mortgage Book 1142 at Page 16. Said Association inadvertently marked the note and mortgage satisfied and paid in full on the 18th day of August, 1977. Upon discovering this error the said Charles W. Moore and Peggy W. Moore agreed to execute and deliver to the Association a new note and mortgage for the sole purpose of replacing the old note and mortgage that was inadvertently marked paid. It is acknowledged that there is no new debt incurred but the old debt continues to be paid according to its original terms and conditions.

It is further acknowledged that on the 1st day of December, 1972 the interest on the original indebtedness was reduced from Eight per cent per annum to Seven and One-half per cent per annum. At the present time the interest rate is Seven and One-half per cent per annum.

The above described property is the same property conveyed to the mortgagors by Billie C. Patton and Melvin K. Younts dated March 3, 1967 and recorded March 17, 1967 in the RMC Office for Greenville County in Deed Book 815 at Page 517.

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