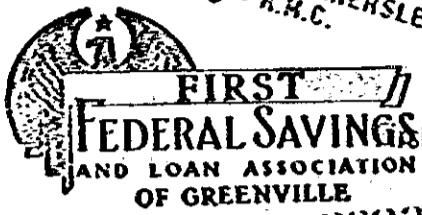


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PAID SATISFIED AND CANCELLED
Federal Savings and Loan Association
of Greenville, S. C.

State of South Carolina

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

Witness *Marsha A. Drayton*

To All Whom These Presents May Concern:

George O'Saields Builders, Inc.

(hereinafter referred to as Mortgagee) (SEND(S) GREETINGS:

WHEREAS, the Mortgagee 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 NINETY FIVE THOUSAND TWO HUNDRED AND NO/100 (\$ 95,200.00)

Dollars, as evidenced by Mortgagee's promissory note of even date herewith, which note does not have 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

Interest paid quarterly (\$) 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 1 1/2 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 Mortgagee may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagee's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagee's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagee 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 and being in the State of South Carolina, County of Greenville, on the southern side of Gail Drive and being known and designated as Lots 40 and 41, on plat of property of Section Five, Woodwood Heights, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4R at Pages 91 and 92 and having, according to said plat, the following metes and bounds, to-wit:

LOT 40

BEGINNING at the joint front corner of Lots 40 and 41 on the Southern edge of Gail Drive and running thence along a line of Lot 41, S. 07-57-00 W. 207.14 feet to a point; thence along a line of Tract B., N. 82-03-00 W. 100.0 feet to a point; thence along a line of Lot 39, N. 07-57-00 E. 201.08 feet to a point on the Southern edge of Gail Drive; thence along the curve of the Southern edge of Gail Drive, the chord of which is S. 85-30-47 E. 100.18 feet to the beginning corner.

LOT 41