

FILED
GREENVILLE CO. S. C.
1981 9 46 AM '73
DONNIE S. TANKERSLEY
R.N.C.

FILED
GREENVILLE CO. S. C.
APR 21 4 26 PM '80
DONNIE S. TANKERSLEY
R.N.C.

70 242
BOOK 1289 PAGE 448

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE
GREENVILLE, S. C.

State of South Carolina
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE 1980

To All Whom These Presents May Concern:

M. G. PROFFITT, 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-Six Thousand Three Hundred and NO/100** (\$46,300.00)

Dollars as evidenced by Mortgagee's promissory note of even date herewith, which note does include 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 at the rate or rates therein specified in installments of **Forty-Six Thousand Three Hundred and NO/100** (\$46,300.00) 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** year 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 collateral 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 Mortgagor 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 Mortgagee as loan well and truly paid by the Mortgagor as and before the making 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**, lying and being on the southerly side of **Hillsborough Drive**, near the City of **Greenville**, being known and designated as **lot NO. 27** on plat entitled "Final Plat Revised, Map No. 2, Foxcroft, Section 11" as recorded in the RNC Office for Greenville County, S. C., in Plat Book 4N, Pages 36 and 37, and having according to said plat the following netes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Hillsborough Drive, said pin being the joint front corner of Lots 26 and 27 and running thence with the common line of said lots N 15-31 E 165 feet to an iron pin, the joint rear corner of Lots 26 and 27; thence S 74-29 E 130 feet to an iron pin, the joint rear corner of Lots 27 and 28; thence with the common line of said lots S 15-31 W 165 feet to an iron pin on the northerly side of Hillsborough Drive; thence with the northerly side of

LENNY FAYSSOUX SMITH & BARRANE, P. A.

4328 RV-2