

25709

GREENVILLE S.C.

BOOK 988 PAGE 489

MAR 16 10 35 AM 1965

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

YORKTOWN OF GREENVILLE LIMITED PARTNERSHIP (a limited partnership under the laws of South Carolina, with Associated Properties, Inc., a Virginia corporation, being the sole general partner), hereinafter spoken of as the Mortgagor, sends greetings.

WHEREAS, YORKTOWN OF GREENVILLE LIMITED PARTNERSHIP is justly indebted to the WACHOVIA BANK AND TRUST COMPANY, a corporation organized and existing under the laws of the State of North Carolina, hereinafter spoken of as the Mortgagee, in the sum of Seven Hundred Fifteen Thousand (\$715,000.00) Dollars, payable in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, secured to be paid by that one certain note or obligation, bearing even date herewith, conditioned for payment at the principal office of the said WACHOVIA BANK AND TRUST COMPANY in the City of Charlotte, North Carolina, or at such other place either within or without the State of North Carolina, as the owner of this obligation may from time to time designate, of the sum of Seven Hundred Fifteen Thousand (\$715,000.00) Dollars, with interest thereon from date hereof at the rate of six per centum (6%) per annum. Principal and interest shall be payable on June 30, 1965.

In the event that the holder of this note shall hereafter, on a date no later than July 1, 1965, sell or transfer the note described herein to the Metropolitan Life Insurance Company, the terms of payment of principal and interest on the note shall be as follows:

A. Interest from and including the date of such sale or transfer at the rate of six per cent (6%) per annum, shall be payable on the first day of each month, or as due for a portion of a month, commencing with the first day of the month next following the month of such sale or transfer and continuing through a period not to exceed three months from the date of the said sale or transfer.

B. Commencing on the first day of October, 1965, or on the first day of the month next following the month in which the three month period referred to in item A above terminates, whichever date occurs earlier, and continuing on the first day of each and every month thereafter for a period of 239 consecutive months, principal and interest at six per cent (6%) per annum shall be payable in monthly installments of \$4,915.63 (Four Thousand Nine Hundred Fifteen Dollars and sixty-three cents) each, with the final payment to be for the balance of principal then due with interest, which said monthly installments are to be applied to interest at the rate of 6% per annum on the principal sum of \$715,000.00 or so much thereof as shall from time to time remain unpaid and the balance of each monthly payment shall be applied on account of principal.

Said principal and interest to be paid at the par of exchange and net to the obligee, it being thereby expressly agreed that the whole of the said principal sum shall become due after default in the payment of interest, taxes, assessments, water rate or insurance as hereinafter provided.

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money mentioned in the condition of the said note and for the better securing the payment of the said sum of

This Mortgage Assigned to *Metropolitan Life Ins. Co.* on *22* day of *June* 19 *65*. Assignment recorded in Vol. *999* of R.E. Mortgages on Page *162*

For Consolidation & Satisfaction Agreement See R.E.M. Book 1004 Page 29 for Subordination Agreement See R.E.M. Book 1005 Page 461

All mortgages in this consolidation are satisfied.

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 6 PAGE 637

SATISFIED AND CANCELLED OF RECORD
19 72 DAY OF April
Obbie Jamesworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 3:35 O'CLOCK P. M. NO. 28312