

MAR 11 4 31 PM 1966

BOOK 1024 PAGE 581

MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: B. K. Sutton and R. M. Sutton

SEND GREETING:

WHEREAS We, the said B. K. Sutton and R. M. Sutton

are indebted unto PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, Chattanooga, Tennessee, by our promissory note, in writing, of even date herewith, of which the following is a copy:

\$ 40,000.00 Greenville, South Carolina March 9, 1966

"For value received, we jointly and severally promise to pay to the order of PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY the principal sum of Forty Thousand (\$40,000.00) - - - - - Dollars, with interest thereon from date hereof at the rate of 5-3/4 per cent. per annum, said interest and principal sum to be paid as follows:

"Beginning on the first day of April, 1966, and on the first day of each month thereafter, the sum of Four Hundred Thirty-Nine & 08/100 Dollars, to be applied on the principal and interest of this note until the first day of March, 1976, when any balance remaining due on principal, with accrued interest, shall be payable in full. The aforesaid monthly payments of \$439.08 Dollars each are to be applied first to interest at the rate of 5-3/4 per cent. per annum on the principal sum of \$40,000.00 Dollars, 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; all installments of principal and interest of this note being payable in lawful money of the United States of America at the Home office of PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY in Chattanooga, Tennessee, or at such other place as the holder hereof may from time to time designate in writing.

"This note and the interest are secured by a first mortgage on real estate of even date herewith, on property located in Greenville County, South Carolina.

"If this note is placed in the hands of an attorney for collection, by suit or otherwise, or to enforce its collection, or to protect the security for its payment, the makers will pay all costs of collection and litigation together with a ten (10%) per cent. attorney's fee.

"All installments of principal and interest of this note shall bear interest after the due date at the rate of seven (7%) per cent. per annum.

"Upon failure to pay an installment of principal and interest of this note within thirty (30) days after due, or upon failure to comply with any of the conditions or requirements in the mortgage securing this note, then the remaining installments of interest and principal secured by said mortgage shall at once become due and payable, at the option of the legal holder hereof.

"The makers and endorsers severally waive demand, presentment, protest and notice of protest and expressly agree that this note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of the makers and endorsers hereof.

By giving Payee of this note 60 days' advance written notice, privilege is given the Payor to make additional payments on the principal of this indebtedness on any date when interest becomes due and payable; provided the amount paid on account of principal in any one year beginning at the date or at any anniversary of this instrument, including obligatory payments, shall not exceed 10% of the original indebtedness, non-cumulative. The right is also granted after 36 months to make additional payments on any date when interest becomes due and payable in excess of the amount stated above by paying a premium of 3% of the amount so prepaid during the 37th through the 48th month; 2-1/2% premium during the 49th through the 60th month; 2% premium during the 61st through the 72nd month; 1-1/2% premium during the 73rd through the 84th month; 1% premium during the 85th through the 96th month; and 1/2% premium during the 97th through the 108th month; open thereafter; and provided further that such payments shall be for the exact amount of such portion of any consecutive number of the ensuing monthly payments as would be applied to principal if these monthly payments were made when due.

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 37 PAGE 848

SATISFIED AND CANCELLED OF RECORD 19 DAY OF April 1976 R. M. C. FOR GREENVILLE COUNTY S. C. AT 3:30 O'CLOCK P.M. NO 26833