

FILED
GREENVILLE CO. S. C. OCT 29 12 36 PM '71
REAL ESTATE MORTGAGE
OLLIE FARNSWORTH
R. M. C.

State of South Carolina,
County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, I the said Ben D. Harvey hereinafter called Mortgagor, in and by his certain Note or obligation bearing even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, hereinafter called Mortgagee, in the full and just principal sum of Thirty-five Thousand Dollars (\$ 35,000.00), with interest thereon payable in advance from date hereof at the rate of 8 % per annum; the principal of said note together with interest being due and payable in (240) Number monthly (Monthly, Quarterly, Semi-annual or Annual) installments as follows:

Beginning on December 1, 19 71, and on the same day of each monthly period thereafter, the sum of Two Hundred Ninety-two & 75/100 Dollars (\$ 292.75) and the balance of said principal sum due and payable on the 1 day of November, 19 91.

The aforesaid payments are to be applied first to interest at the rate stipulated above and the balance on account of unpaid principal. Provided, that upon the sale, assignment, transfer or assumption of this mortgage to or by a third party without the written consent of the Bank, the entire unpaid balance of the note secured by this mortgage, with accrued interest, shall become due and payable in full or may, at the Bank's option, be continued on such terms, conditions, and rates of interest as may be acceptable to the Bank.

Said note provides that past due principal and/or interest shall bear interest at the rate of 8 % per annum, or if left blank, at the maximum legal rate in South Carolina, as reference being had to said note will more fully appear; default in any payment of either principal or interest to render the whole debt due at the option of the mortgagee or holder hereof. Forbearance to exercise this right with respect to any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure or breach. Both principal and interest are payable in lawful money of the United States of America, at

the office of the Mortgagee in Greenville, South Carolina, or at such other place as the holder hereof may from time to time designate in writing.

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said Note; and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents DO GRANT, bargain, sell and release unto the said Mortgagee the following described real estate, to-wit:

All that certain piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, near and east of the City of Greenville, and being known and designated as Lot No. 40 of a subdivision known as Terra Pines Estates, section 4, a plat of which is of record in the RMC Office for Greenville County in Plat Book 000 at page 85, and having the following metes and bounds, to-wit:

Beginning at a point on the southeastern side of Compton Drive at the joint corner of Lots 39 and 40 and running thence with the southeastern side of Compton Drive S. 68-32 W. 40 feet to a point; thence continuing with the southeastern side of Compton Drive S. 71-39 W. 125.4 feet to a point; thence following the curvature of the southeastern intersection of Compton Drive with Doyle Drive (the chord of which is S. 26-39 W) 35.3 feet to a point; thence with the northeastern side of Doyle Drive S. 18-21 E. 39.9 feet to a point; thence continuing with the curvature of Doyle Drive S. 11-37 E. 60.6 feet to a point; thence still continuing with the curvature of Doyle Drive S. 2-28 W. 70 feet to a point at the joint corner of Lots 40 and 41; thence S. 78-56 E. 177.2 feet to a point at the joint rear corner of Lots 40 and 41; thence N. 27-13 E. 130 feet to a point at the joint rear corner of Lots 39 and 40; thence N. 25-53 W. 190.4 feet to a point on the southeastern side of Compton Drive at the point of beginning.