

MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant & McKay, Attorneys at Law, Greenville, S. C.
REGULATION
COMPLIED WITH
The State of South Carolina,
COUNTY OF GREENVILLE

McKay
Attorneys at Law, Greenville, S. C.

FILED
GREENVILLE CO. S. C.

MAY 2 11 20 AM '73

Crawford Keys Small and Ben Geer Keys

JOHNIE S. TANKERSLEY END GREETING:
R.M.C.

Whereas, we, the said Crawford Keys Small and Ben Geer Keys hereinafter called the mortgagor(s) in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to Southern Bank & Trust Company, Greenville, S.C.

hereinafter called the mortgagee(s), in the full and just sum of Three Hundred Twenty Five Thousand and No/100-----

DOLLARS (\$ 325,000.00 to be paid in Greenville, S. C., together with interest thereon from date hereof until maturity, at the rate of two (2%) above the prime rate as determined from month to month by the interest only to be paid May 1, 1973, June 1, 1973, July 1, 1973, August 1, 1973 and September 1, 1973, payee herein, Beginning on the 1st day of October, 1973, and on the 1st day of each month of each year thereafter the sum of \$ 2,850.00, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of August 1985, and the balance of said principal and interest to be due and payable on the 1st day of September 1985; the aforesaid monthly payments of \$ 2,850.00 each are to be applied first to interest at the rate of as set forth above per centum per annum on the principal sum of \$ 325,000.00 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.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as herein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That we, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Southern Bank & Trust Company, Greenville, S. C., its successors and assigns, forever:

ALL that lot of land with the buildings and improvements thereon situate on the southeast side of Congaree Road near the City of Greenville, Greenville County, South Carolina being shown as a portion of that land on plat recorded in the RMC Office for Greenville, S. C. in Plat Book 4-K, Page 107 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of Congaree Road at the corner of property now or formerly of Duke Power Company and runs thence along the southeast side of Congaree Road S. 53-55 W. 290 feet to an iron pin; thence S. 35-36 E. 330 feet to an iron pin; thence N. 53-55 E. 140 feet to an iron pin; thence S. 35-56 E. 165 feet to an iron pin; thence N. 53-55 E. 150 feet to an iron pin in the line of property now or formerly of Duke Power Company; thence along the line of property now or formerly of Duke Power Company N. 35-56 W. 495 feet to the beginning corner and contains 2.8 acres more or less