

FILED
GREENVILLE CO. S. C.

BOOK 1291 PAGE 663

REAL ESTATE MORTGAGE

SEP 26 4 43 PM '73

State of South Carolina, DONNIE S. TANKERSLEY
R.M.C.

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said Robert E. Rigney and Norma J. Rigney,
hereinafter called Mortgagor, in and by OIR 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 Forty Thousand and No/100 Dollars (\$40,000.00),
with interest thereon payable in advance from date hereof at the rate of 8 % per annum; the prin-
cipal of said note together with interest being due and payable in ()

Monthly

installments as follows:

(Monthly, Quarterly, Semi-annual or Annual)

Beginning on November 1, 1973, and on the same day of
each monthly period thereafter, the sum of
Three Hundred Thirty Four and 60/100 Dollars (\$334.60)
and the balance of said principal sum due and payable on the 31st day of October, 1993.

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 pres-
ents, 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 piece, parcel or lot of land in Chick Springs Township, Greenville
County, State of South Carolina, near the City of Greenville, with all im-
provements thereon being known and designated as Lot No. 64 as shown on a
plat prepared by Dalton & Neves, Engineers, entitled "Wade Hampton Terrace"
and recorded in the R.M.C. Office for Greenville County in Plat Book KK at
Page 15 and having according to said plat the following metes and bounds:

BEGINNING at an iron pin at the intersection of Edwards Road and Richbourg
Drive at the northeast corner of said intersection and running thence N.
57-09 E. 181.1 feet to an iron pin; thence continuing along said line N.
60-49 E. 50.2 feet to an iron pin located at or near the center of the
west fork of Brushy Creek; thence with the run of said branch as the line
turning and running N. 57-53 W. 125.9 feet to an iron pin at or near the
center of said branch; thence N. 85-49 W. 103.3 feet to an iron pin at or
near the center of said branch; thence running with the center of said
branch S. 83-22 W. 52.1 feet to an iron pin on Richbourg Drive; thence
continuing along Richbourg Drive S. 15-53 E. 35.4 feet to an iron pin;
thence S. 21-19 E. 167.4 feet to the point of beginning.