

State of South Carolina,

1972

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, We the said William D. Sosby and Dorothy M. Sosby hereinafter called Mortgagor, in and by sure 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 Twelve Thousand Seven Hundred Dollars (\$12,700.00), with interest thereon payable in advance from date hereof at the rate of 11.50% per annum; the principal of said note together with interest being due and payable in ( 12 )

monthly installments as follows: Beginning on September 1, 1975, and on the same day of each month thereafter, the sum of Three Hundred Sixty Dollars (\$360.00) and the balance of said principal sum due and payable on the 1st day of September, 1980.

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 11.50% 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: William D Sosby and Dorothy M Sosby, their heirs and assigns forever,

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northern side of Edwards Rd., being shown and designated as the greater portion of Lot 40, Sector 1, Botany Woods, said plat recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book CCC, at Page 163. Reference is hereby craved to a more recent plat of the part of Lot 40, said plat being shown as the property of Charles T. Early and Eleanor A. Early, by R.B. Bruce, LRLS, and recorded in the R.M.C. Office for Greenville, County, Plat Book 4K, pg 137, and having, according to the plat recorded in 4K at pg 137, the following metes and bounds, to wit: This is the identical piece of property conveyed to Charles T. Early and Eleanor A. Early by deed of Joseph F. Poterala and Laura C. Poterala by deed recorded in the R.M.C. Office for Greenville County, Deed Book 922 at pg 156. The said Charles T. Early, by deed dated October 5, 1972, and Recorded in R.M.C. Office for Greenville County, Deed Book 957 at pg 159, conveyed his one half interest in said property to his wife, the Grantor herein. Also, and together with an easment across the remaining portion of said Lot 40 of said addition and revision of Sector 1, Botany Woods, for the purpose of the sewer line serving the property conveyed herein, with a right of access to maintain, operate and repair said sewer line and with all other rights with respect to said line. Said easment being recorded in Deed Book 746 at page 461 and the provisions of which are incorporated herein.

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