



REAL ESTATE MORTGAGE

BOOK 1356 PAGE 40

State of South Carolina

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said Walter H. Simpson and Engeline G. Simpson hereinafter called Mortgagor, in and by our 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 Eight Thousand Seven and 74/100's Dollars (\$ 8,007.74), with interest thereon payable in advance from date hereof at the rate of 11.75 % per annum; the principal of said note together with interest being due and payable in (60) Number installment payments-monthly (Monthly, Quarterly, Semiannual or Annual) installments as follows:

Beginning on January 31, 19 76, and on the same day of each monthly period thereafter, the sum of One Hundred Seventy Eight and 27/100's Dollars (\$ 178.27) and the balance of said principal sum due and payable on the 31 day of December, 1981.

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 _____% 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, lying and being in Austin Township, Greenville County, State of South Carolina, being known and designated as Lot No. 99 in the subdivision known as Eastdale Subdivision plat of which is recorded in the RMC Office for Greenville County in Plat Book "YY" at pages 118 and 119 and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Mimosa Drive, joint corner with lot no. 98 and running thence along said lots S. 15-00 W., 200 feet to an iron pin; thence S. 75-00 E., 100 feet to an iron pin; thence N.15-00 E. 200 feet to an iron pin on Mimosa Drive; thence along said drive N. 75-00 W. 100 feet to the point of beginning.

This is the same property conveyed to grantor by deed as recorded in the RMC Office for Greenville County in Deed Book 778 at page 57.

As a part of the consideration the grantee assumes and agrees to pay that certain mortgage given to First Federal Savings and Loan Association as recorded in the RMC Office for Greenville County in Mortgage Book 1001 at page 223 and having a present balance of \$14,405.28.



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