

GREENVILLE CO. S. C. REAL ESTATE MORTGAGE

State of South Carolina,

County of GREENVILLE

1 3 24 PM '58
DONNIE S. TIMMONS
CLERK

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

John W. Orvin, d/b/a Orvin Inn of Greenville

WHEREAS, the said hereinafter called Mortgagor, in and by that 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 Two Hundred Thirty Five Thousand Five Hundred Seventy Six Dollars (\$ 235,576.00),

~~and the interest thereon payable in advance from date to date at the rate of xxxxxxxx per annum, the date of said interest being due and payable xxxxxxxx~~
xxxxxx
xxxxxx

~~and the balance of said principal sum due and payable as set forth in note eleven date herewith.~~
19x
DEBTS

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 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 the City of Greenville, Greenville County, State of South Carolina on the northern side of Laurens Road, having according to a recent survey prepared by Madison H. Woodward, R.L.S., the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Laurens Road, which iron pin is 396.23 feet southeast of the intersection of Rector Street and Laurens Road and running thence N. 33-52 E. 150 feet to an iron pin; thence S. 56-08 E. 16.66 feet to an iron pin; thence N. 33-52 E. 149.8 feet to an iron pin on Paine Street; thence S. 56- 48 E. 152.7 feet along Paine Street to an iron pin; thence S. 33-52 W., 149.8 feet to an iron pin; thence S. 56-08 E. 4.98 feet to an iron pin; thence S. 33-52 W. 150 feet to an iron pin on Laurens Road which iron pin is 377.5 feet northwest from Lenox Street; thence along Laurens Road N. 56-08 W. 152.7 feet to an iron pin; thence continuing along Laurens Road N. 56-08 W. 16.66 feet to the point of beginning.

This being the identical property conveyed to John W. Orvin by deed of Macie Duncan Terrell, formerly Macie Duncan, by deed dated November 8, 1955 and recorded November 9, 1955 in Greenville County Deed Book 538, at Page 316.

LESS, HOWEVER, that parcel conveyed by John W. Orvin to Walter W. Goldsmith, Eva McDaniel Timmons and Henry P. Willimon by deed dated Nov. 8, 1955 and recorded March 24, 1958 in Greenville County Deed Book 595, at page 91, reference being made for a metes and bounds description.

(description continued on page four)

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