



REAL ESTATE MORTGAGE

1339 PAGE 908

State of South Carolina,

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said Walter B. and Virginia Lee Heaton 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 hundred thirty six and 36/100 Dollars (\$ 836.36), with interest thereon payable in advance from date hereof at the rate of 12.13 % per annum; the principal of said note together with interest being due and payable in (18) eighteen monthly installments as follows:

Beginning on June 1976, and on the same day of each successive period thereafter, the sum of Fifty three and 39/100 Dollars (\$ 53.39) and the balance of said principal sum due and payable on the 19 day of June, 1976.

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 12.13 % 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, with all improvements thereon situate, lying and being in the State of South Carolina, County of Greenville near the City of Greenville, known and designated as part of Lots Nos. 99 and 100 of a subdivision known as Morgan Hill, according to a plat of the same recorded in Plat Book "A" at Page 70 in the R.M.C. Office for Greenville County, South Carolina, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwest corner of intersection of Montana Street and Dyer Street and running thence N. 12-45 W., 83.72 feet to an iron pin; thence N. 88-45 W., 153.60 feet to an iron pin; thence in a southeasterly direction 88 feet, more or less, to an iron pin on the north side of Montana Street; thence along the north side of Montana Street, S. 88-85 E., 153.60 feet to the beginning corner.



4328 RV-2

0908