



REAL ESTATE MORTGAGE

State of South Carolina

BOOK 1375 PAGE 896

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said Proctor B. Hawkins, Jr. and Nancy L. Hawkins 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 Four Thousand Four Dollars and 64/100 Dollars (\$ 4004.64 ), 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 ) monthly

installments as follows: [Monthly, Quarterly, Semiannual or Annual] Beginning on September 31, 1976, and on the same day of each monthly period thereafter, the sum of Five Thousand Three Hundred Sixty Two and 20/100 Dollars (\$5362.20) and the balance of said principal sum due and payable on the 31st day of August, 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, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 77 as is more fully shown on a plat entitled "Plat No. 2 of Property of James M. Edwards, dated August 1955 prepared by Dalton & Neves, Engineers and recorded in the R.M.C. Office for Greenville County in Plat Book II at Page 120, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Yorkshire Drive (formerly Mable Avenue), joint front corner of Lots Nos. 77 and 78, and running thence with the joint line of said lots, S. 33-38 W. 200 feet to an iron pin, joint rear corner of Lots Nos. 77 and 78; thence with the rear line of Lot No. 77, N. 56-22 W. 100 feet to an iron pin at the joint rear corner of Lots Nos. 76 and 77; thence with the joint line of said lots, N. 33-38 E. 200 feet to an iron pin, joint front corner of Lots Nos. 76 and 77; thence with the southwestern side of Yorkshire Drive, S. 56-22 E. 100 feet to the point of beginning.

This being the same piece of property which was conveyed to Proctor B. Hawkins, Jr., on November 10, 1971 and recorded in the Greenville County R.M.C. Office in Deed Book, Volume 929 at Page 408 on November 10, 1971, by Ernest R. Ouzts and Lynne R. Ouzts.

Mortgagee's Address: The Citizens and Southern National Bank of South Carolina, P.O. Box 1440, Greenville, South Carolina 29602



Vertical stamp on the right edge: 4328 (IV-2)