BOOK 1383 PAGE 582

FILED
GREENVILLE CO. S. C. **REAL ESTATE MORTGAGE**
23 11 36 AM '76
DONNIE S. TANKERSLEY
R.H.C.

**State of South Carolina,**

**County of** GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

LARRY W. LINEBERGER and SUSAN P. LINEBERGER SEND GREETINGS:

WHEREAS, we the said Larry W. Lineberger and Susan P. Lineberger 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 Twenty-Five Thousand and No/100-------------- Dollars ($25,000.00), with interest thereon payable in advance from date hereof at the rate of 9 % per annum; the principal of said note together with interest being due and payable xxxxxxxxx six (6) months from date xxxxxxxxx as follows:

xxxxxxxxxxxxxxxxxxxx
Payments toward interest to be made on a monthly basis
Beginning on ~~thirty (30) days from date~~, xx, and on the same day of each monthly period thereafter, xxxxxxxx xxxxxxx)

and the balance of said principal sum due and payable on the 22nd day of May, 19 77.

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 located in Greenville County, S. C., containing 8.24 acres, more or less, as shown on a plat of J. C. Phillips Property, prepared by Terry T. Dill, RLS, on August 7, 1962, recorded in the RMC Office for Greenville County in Plat Book 4-O, Page 135, and having the following courses and distances: BEGINNING at a point in the center of Phillips Road, and running thence S. 5-20 E. 790 feet to an iron pin; thence N. 86-08 W. 524 feet to an iron pin; thence N. 8-30 E. 366 feet to an iron pin; thence N. 0-15 W. 236 feet to an iron pin; thence N. 17-49 W. 226 feet to the center of said Road; thence along said Road S. 82-28 E. 468 feet to the point of beginning. This being the same property conveyed to us by deed of Myrna T. Overstreet, dated November 22, 1976, to be recorded of even date herewith.

ALSO: ALL that piece, parcel or lot of land situate in the State of South Carolina, County of Greenville, lying and being on the northern side of East Kenilworth Drive, being known and designated as Lot No. 48 as shown on a plat of KINGSGATE, made by Piedmont Engineers & Architects, and recorded in the RMC Office for Greenville County in Plat Book WWW, Pages 44 and 45, and having, according to said plat, the following metes and bounds: BEGINNING at an iron pin on the northern side of East Kenilworth Drive, at the joint front corner of Lots 47 and 48 and running thence along the common line of said lots N. 16-44 W. 265.9 feet to an iron pin; thence running S. 57-42 E. 124.7 feet to an iron pin at the joint rear corner of Lots 48 and 49; thence with the common line of said lots S. 16-50 E. 223.7 feet to an iron pin on the northern side of East Kenilworth Drive; thence with the line of said Drive S. 77-39 W. 101.6 feet to an iron pin; thence continuing along

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