

GREENVILLE CO. S.C.

REAL ESTATE MORTGAGE

State of South Carolina,

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WE, DALLAH A. FORREST AND JIMMIE W. CAPEL

SEND GREETINGS:

WHEREAS, we the said Capel Piano and Organ, a partnership 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 Sixty Thousand and no/100----- Dollars (\$ 60,000.00 ), with interest thereon payable in advance from date hereof at the rate of Nine % per annum; the principal of said note together with interest being due and payable in ( 120 )

monthly installments as follows:

Beginning on July 20, 19 77, and on the same day of each monthly period thereafter, the sum of Seven Hundred Sixty and 06/100----- Dollars (\$ 760.06 ) and the balance of said principal sum due and payable on the 20 day of June, 1987.

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, situate, lying and being on the northwest side of Augusta-Laurens Road By-Pass, known as S.C. Route No. 291, being in the City of Greenville, County of Greenville, State of South Carolina, being known as a portion of Lot 1 on plat of Sherwood Forest recorded in the RMC Office for Greenville County in Plat Book GG, at Page 23, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Augusta-Laurens Road By-Pass (S.C. No. 291), said pin being 130 feet in a northeast direction from point where the northwest side of Augusta-Laurens Road By-Pass (S.C. No. 291) intersects with the northeast side of LeGrand Boulevard, and running thence along the northwest side of Augusta-Laurens Road By-Pass (S.C. No. 291) N. 26-04 E., 50.4 feet to an iron pin in line of McAlister Property; thence along the line of the McAlister Property N. 49-11 W., 155.1 feet to an iron pin; thence S. 26-04 W., 88.3 feet to an iron pin; thence S. 63-31 E., 150 feet to an iron pin on the northwest side of the Augusta-Laurens Road By-Pass (S.C. No. 291), the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Jack D. Sloan, Jr. to be recorded of even date herewith.

DOCUMENTARY STAMP TAX 24.00

4328 RV-2