

GREENVILLE CO. S.C.

1978 1460 104

The State of South Carolina,

County of GREENVILLE

ALBERTO P. PALANZA and KATHLEEN E. PALANZA
TO
SOUTHERN BANK AND TRUST COMPANY

To All Whom These Presents May Concern:

ALBERTO P. PALANZA and KATHLEEN E. PALANZA

SEND GREETING:

Whereas, ~~the said~~ ALBERTO'S, INC.

in and by its certain note in writing, of even date with these presents, is well and truly indebted to SOUTHERN BANK AND TRUST COMPANY

in the full and just sum of Twenty-Five Thousand and No/100ths (\$25,000.00) Dollars

, to be paid in sixty (60) monthly installments of \$562.50 each, all payable on the same date of each successive month commencing September 8, 1978, until said indebtedness is paid in full

, with interest thereon from date

at the rate of Eight (8) per centum per annum, to be computed and paid

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of his or its interests to place, and the holder should place, the said note or this mortgage, in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That, the said ALBERTO P. PALANZA and KATHLEEN E. PALANZA

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said SOUTHERN BANK AND

TRUST COMPANY

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us, the said ALBERTO P. PALANZA and KATHLEEN E. PALANZA

, in hand well and truly paid by the said SOUTHERN BANK AND TRUST COMPANY

at and before the signing 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

SOUTHERN BANK AND TRUST COMPANY

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the southerly side of Chapman Road, also known as Simpson Street as shown on plat of "Property of Bessie W. Brown", dated April, 1952, prepared by R. E. Dalton, Registered Engineer, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Chapman Road (Simpson Street) 1109.5 feet, more or less, from the intersection of said Chapman Road (Simpson Street) and Old U. S. Highway 29 and running thence with the center of said Road (Street) S

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