

06

DONNIE S. TANKERSLEY
R.M.C.
FILE
MAR 28 1979
7 8 9 10 11 12 1 2 3 4 5 6 PM

REAL ESTATE MORTGAGE

VOL 1461 PAGE 116

State of South Carolina

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, We _____ the said John C. and Pamela K. Shenberger, 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 five hundred five and 84/100 Dollars (\$4,505.84), with interest thereon payable in advance from date hereof at the rate of 12.50 % per annum; the principal of said note together with interest being due and payable in (84) Eighty-four

Monthly installments as follows:

(Monthly, Quarterly, Semi-annual or Annual)

Beginning on The last day of April, 1979, and on the same day of each Monthly period thereafter, the sum of Eighty-one and 19/100 Dollars (\$ 81.19) and the balance of said principal sum due and payable on the 31 day of March, 1986.

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 piece, parcel or lot of land, situate, lying and being on the northern side of Oakwood Avenue, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 23 on plat of OAKWOOD ACRES, dated September, 1959, prepared by J. Mac Richardson, RLS, recorded in Plat Book MM, Page 135 in the RMC Office for Greenville County and being described, according to said plat, more particularly, to wit:

BEGINNING at an iron pin on the northern side of Oakwood Avenue, at the joint front corner of Lots 23 and 24 and running thence along the common line of said lots, N 22-55 W 175 feet to an iron pin at the joint rear corner of said lots; thence N 67-05 E 90 feet to an iron pin at the joint rear corner of Lots 22 and 23; thence along the common line of said lots, S 22-25 E 175 feet to an iron pin at the joint front corner of said lots on the northern side of Oakwood Avenue; thence along said Avenue, S67-05 W 90 feet to an iron pin, the point of beginning.

This is the same property that was conveyed to John C. and Pamela K. Shenberger by Russell E. Ballentine on February 19, 1978. As recorded in the Greenville RMC Office on February 22, 1978 Volume 1074 page 69 book of deeds.

C & S National Bank, P.O. Box 1449, Greenville, S.C. 29602

1-04-111-Real Estate Mortgage



GCTO -----2:MR28 79 992

3-0001

4328 RV-2