

FILED
GREENVILLE CO. S. C. REAL ESTATE MORTGAGE

State of South Carolina,

MAY 17 4 09 PM '79

Vol 1465 p. 133

County of GREENVILLE

DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, _____ the said **FAZIO REALTY, a partnership**
 hereinafter called Mortgagor, in and by _____ 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 Two Hundred twenty-eight thousand one hundred Dollars (228,160.00),
 with interest thereon payable in advance from date hereof at the rate of 1-1/2 % per annum; ~~xxxxxx~~
~~xxxxxx~~ above prime to vary as
~~xxxxxx~~ quoted by C&S Bank of S.C. (adjusted monthly on the first day of each month
~~xxxxxx~~ following fluctuations), not to exceed the maximum rate under the law.
 Due and payable on the 10th day of each month, commencing the 10th day of
~~xxxxxx~~ the month following the first advance, and on the same day of
 each and a like payment on the same day of each month thereafter until
paid in full. ENTIRE principle and any accrued interest due six months
from date. Dollars (\$ _____)

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 (See above)
 % 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 pres-
 ents, 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 western side of Landmark Drive in the county of Greenville, state of
 South Carolina, being shown and designated as Lots Nos. 9 and 10 on plat
 of Edwards Road Industrial Center, prepared by Alex A. Moss, RLS, dated
 September 22, 1975, recorded in Plat Book 5-D at Page 92 in the RMC Of-
 fice for Greenville County and being described more particularly, accord-
 ing to said plat, to-wit:

BEGINNING At an iron pin on the western side of Landmark Drive at the joint
 front corner of Lots 8 and 9 and running thence along the common line of
 said lots, S. 81-13 W. 257 feet to an iron pin at the joint rear corner of
 said lots; thence N. 15-15 W. 325.1 feet to an iron pin on the southern
 side of a right-of-way reserved for future road expansion; thence N. 87-
 48 E. 260.6 feet to an iron pin; thence S. 50-29 E. 52.3 feet to an iron
 pin on the western side of Landmark Drive; thence along the western side
 of said drive, S. 8-47 E. 254.1 feet to an iron pin, the point of begin-
 ning.

DERIVATION: Deed of Diamond Wire Spring Co., recorded April 24, 1979
 in Deed Book 1101 at Page 116 in the RMC Office for Greenville County.

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