

REAL ESTATE MORTGAGE

State of South Carolina,

County of Greenville

DONNIE S. YANKERSLEY
R.M.C.
FILED
JUN 29 1979
7 8 9 10 11 12 1 2 3 4 5 6

1472 53

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said Harry G. Rogers and Alta M. Rogers 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 *Three Thousand Four Hundred seven & 40/100 Dollars (\$ 3407.40), with interest thereon payable in advance from date hereof at the rate of 13.75% per annum; the principal of said note together with interest being due and payable in (72)

Monthly installments as follows: Beginning on the last day of July 19 79, and on the same day of each monthly period thereafter, the sum of Seventy and 39/100 Dollars (\$70.39) and the balance of said principal sum due and payable on the day of 19

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 in the State of South Carolina, County of Greenville on the eastern side of Elaine Street near the City of Greenville, being shown as Lot. No. 7 on a plat of property of J. C. Hale recorded in Plat Book CC at Page 146 and Described as follows:

BEGINNING at a stake on the eastern side of Elaine Street 585 feet south from Lee Road at corner of Lot 6 and running thence with the 11 line of said lot N. 73-45 E. 165.5 feet to a stake; S. 73-45 W. 157.1 feet to a stake on Elaine Street; thence with the eastern side of said street N. 34-08 W. 81.5 feet to the beginning corner.

Being the same premises conveyed to the grantors by deed recorded in Deed Book 336 at Page 263.

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

This being the same piece of property which was conveyed to Harry G. and Alta M. Rogers by J. C. Hale on March 26, 1956 and recorded in the Greenville County Clerk's Office on March 26, 1956 in Deed Book 548 on page 478.



OCTO 1 JUN 29 1979 1471

3.0001

4328 RV-2

0053