

MORTGAGE OF REAL ESTATE

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State of South Carolina

COUNTY OF GREENVILLE

CITIZENS B. & L. ASSOCIATION
SUEY
GREER, S. C. 29651

To All Whom These Presents May Concern:

We, Anthony H. Waters and Judy M. Waters

SEND GREETING:

WHEREAS, we the said Anthony H. Waters and Judy M. Waters

in and by our certain promisory note in writing of even date with these Presents, are well and truly indebted unto the CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., in the full and just sum of Forty Thousand and 00/100 - - - - - (\$ 40,000.00) Dollars, with interest from the date hereof at the rate of ten 1/2 per cent (10.5%) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of Three Hundred Ninety-nine and 36/100

- - - - - (\$ 399.36) Dollars due and payable on the 5th day of each and every calendar month hereafter until the full principal sum, with interest and all costs, insurance, and expenses incurred in connection with said loan, has been paid, said monthly payments to be applied first to the payment of interest, and then to payment of principal, costs, expenses and insurance, if any, incurred; and said note further providing that if at any time any portion of the principal or interest due hereunder shall be past due and unpaid for a period of sixty (60) days, or upon failure to comply with any of the by-laws of said Association, or with any of the stipulations of this mortgage, the whole amount due under said note, shall at the option of the holder become immediately due and payable, and said note further providing for a reasonable attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and collectible as a part thereof, if the same be placed with an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind.

KNOW ALL MEN BY THESE PRESENTS, That we the said Anthony H. Waters and Judy M. Waters, in consideration of the said debt and sums of money aforesaid, and for the better securing the payment thereof to the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., according to the terms of the said note, and also in consideration of the further sum of Three (\$3.00) Dollars to us the said mortgagor, in hand well and truly paid by the said mortgagee, at and before the sealing and delivery of these Presents (receipt of which is hereby acknowledged), have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., its successors and assigns:

That certain lot, parcel or tract of land, with all improvements now constructed thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Oneal Township, Few's Chapel Community, and being known and designated as the property of McElrath and Tucker, Inc., and being part of the property on a plat recorded in Plat Book 4-0 at page 238, prepared by Kermit T. Gould, Registered Surveyor, dated November 29, 1974 and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of Pennington Road and runs thence S. 24-49 E., 539.2 feet to an iron pin; thence S. 53-30 W., 349.6 feet to an iron pin; thence N. 35-30 W., 149.7 feet to an iron pin; thence N. 7-21 W., 444.20 feet to an iron pin on the southern side of Pennington Road; thence N. 55-56 E., 225.80 feet to the beginning corner.

This conveyance is subject to all restrictions, zoning ordinances, set back lines, roadways, easements and right-of-way, of record, if any affecting the above described property.

This is the same as conveyed to us by McElrath & Tucker Inc. by deed dated April 25, 1979, recorded in deed book 1101 page 720, Greenville County R. M. C. Office on the 3rd of May, 1979.

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STATE OF SOUTH CAROLINA
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MAY 1 1979
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