MAIL TOECYS BANK

State of South Carolina, FILED GREENVILLE CO. S. C.

County of Nev 5 11 53 AH '79

GREENVILLE, 5.C., 29602

TO ALL WHOMOTHESE THESE MAY CONCERN:

SEND GREETINGS:

WHEREAS, \_\_\_\_\_ I \_\_\_\_ the said \_\_\_\_ John W. Davis II hereinafter called Mortgagor, in and by my 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 FIFTY THOUSAND AND NO/100ths Dollars (\$ 50,000.00) with interest thereon payable in advance from date hereof at the rate of 11.00% per annum; the principal of said note together with interest being due and payable in (\_96\_\_) \_ ninty-six\_\_\_\_\_ monthly installments as follows:
[Monthly, Guither's, Some inext of Annual each monthly period thereafter, the sum of Seven Hundred, Eighty Five and 50/100ths Dollars (\$ 785.50 ) and the balance of said principal sum due and payable on the 2nd day of November 1987

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  $\pm 11.2\%$ 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,

ALL that lot of land in the State of South Carolina, County of Greenville, in the City of Greer, containing .607 acres, according to a plat entitled, "Property of C. H. Roe, Jr., et al", prepared by Freeland & Associates, Surveyors, dated May 26, 1978, and recorded in the RMC Office for Greenville County in Plat Book 7-R at page 72. Said lot fronts on the southerly side of Wade Hampton Boulevard a total distance of 140 feet. The subject property, with the improvements thereon, is more specifically described in accordance with a plat entitled, "Property of John W. Davis, II", prepared by Carolina Surveying Company, dated October 30, 1979, a copy of which is attached hereto and made a part of this mortgage.

THIS is the identical property conveyed to the Mortgagor by deed of Carroll H. Roe, Jr., et al, recorded on December 11, 1978 in Deed Book 1093 at page 531.

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1-04-111-Real Estate Mortgage