

REAL ESTATE MORTGAGE

Mortgagee's address: Post Office Box 1449
Greenville, S.C. 29602

GREENVILLE CO. S.C.
JAN 14 1 32 PM '78
DEPT. OF RECORDS & ADMINISTRATION
R.M.C. WEAVER SLEY
State of South Carolina,
County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said Harold Collins and L. Joann Collins, hereinafter called Mortgagor, in and by ES 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 Seventy Thousand and No/100 Dollars (\$ 70,000.00), with interest thereon payable in advance from date hereof at the rate of 10.25 % per annum; the principal of said note together with interest being due and payable in (300) monthly installments as follows:

(Monthly, Quarterly, Semiannual or Annual)
Beginning on May 1, 19 79, and on the same day of each monthly period thereafter, the sum of Six Hundred Forty-Eight and 47/100 Dollars (\$ 648.47) and the balance of said principal sum due and payable on the 1st day of April, 19 2005

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 10.25 % 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, located, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 171, on plat entitled "Chanticleer, Section V", made by Webb Surveying & Mapping Co., dated July, 1970, recorded in the Greenville County RMC Office in Plat Book 4-F at Page 41 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Eastern side of the right-of-way of Garden Trail at the joint front corner of the within lot and Lot No. 172 and running thence along said right-of-way N. 46-43 E., 50 feet to a point; thence N. 55-18 E., 81 feet to a point at the joint corner of the within lot and Lot No. 145; thence running along the joint line of said lots S. 35-27 E., 180 feet to a point; thence S. 54-28 W., 130 feet to a point at the joint rear corner of the within lot and Lot No. 172; thence running along the joint line of said lots N. 35-56 W., 174.7 feet to a point at the joint front corner of the within lot and Lot No. 172, on the Eastern side of the right-of-way of Garden Trail, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of James W. Childers, III and Toni C. Childers recorded in the Greenville County RMC Office in Deed Book 1115 at Page 493 on November 13, 1979.

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