

FILED 1980 S.C. REAL ESTATE MORTGAGE

State of South Carolina

APR 27 11 55 AM '80
DUNN-LEWIS & BERRY
S.M.C.

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, the said Claude R. Rogers hereinafter called Mortgagor, in and by that 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 Twenty Thousand and No/100 Dollars (\$ 20,000.00), with interest thereon payable in advance from date hereof at the rate of 21 % per annum; the principal of said note together with interest being due and payable in (12) Twelve

Monthly installments as follows:

Beginning on May 29 19 80, and on the same day of each month period thereafter, the sum of One Thousand Eight Hundred Sixty-Six and 28/100 Dollars (\$ 1,866.28) and the balance of said principal sum due and payable on the 29 day of April, 19 81.

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 21 % 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 situate, lying and being in the County of Greenville, State of South Carolina, on the western side of Poinsett Highway and the southern side of Hammett Street and according to a plat entitled property of Berry 's, Inc., dated February, 1967, by C.O. Riddle, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern intersection of the Poinsett Highway and Hammett Street and running thence with said Hammett Street, S. 48-13 W. 168.4 feet to an iron pin on the southern side of Hammett Street; thence S. 0-17 W. 65.2 feet to an iron pin; thence S. 89-43 E. 125 feet to an iron pin on the western edge of Poinsett Highway; thence with said Poinsett Highway N. 0-17 E. 178 feet to an iron pin; the point of beginning.

Derivation: R. B. Langham, et al, deed book 1124 page 265, recorded April 29, 1980.

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