

Mortgagee's mailing address: P. O. Box 1449, Greenville, S. C. 29602

FILED  
GREENVILLE CO. S. C.

REAL ESTATE MORTGAGE

State of South Carolina, Oct 8 12 31 PM '80

1519 4896

County of GREENVILLE

DONNIE TANKERSLEY  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, I the said Leila R. Einstein hereinafter called Mortgagor, in and by her 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 Thirty Two Thousand Five Hundred & 00/100 Dollars (\$ 32,500.00), with interest thereon payable in advance from date hereof at the rate of 12.50 % per annum; the principal of said note together with interest being due and payable in ( 120 ) monthly installments as follows:

[Monthly, Quarterly, Semiannual or Annual]  
Beginning on November 1, 1980, and on the same day of each monthly period thereafter, the sum of Four Hundred Sixty Eight and 50/100 Dollars (\$ 468.50) and the balance of said principal sum due and payable on the 1st day of October, 1990.

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, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 139, of Sector III, of Botany Woods Subdivision, according to a plat thereof prepared by Piedmont Engineering Service, May, 1960, recorded in the R.M.C. Office for Greenville County in Plat Book RR, at Page 37, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Chantilly Drive at the joint front corner of Lots 138 and 139, and running thence along the joint line of said lots, S. 4-48 E. 150 feet to an iron pin at the joint rear corner of Lots 139 and 140; thence with the joint line of said lots, S. 85-53 E. 159.4 feet to an iron pin on the western side of Brittany Drive at the joint front corner of Lots 139 and 140; thence with the western side of said Brittany Drive, N. 9-13 W. 130 feet to an iron pin at the intersection of Brittany Drive and Chantilly Drive; thence with the curvature of said intersection, the chord of which is N. 42-31 W. 36.5 feet to an iron pin; thence with the southern side of Chantilly Drive, S. 84-11 W. 122.6 feet to the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of M. G. Proffitt, Inc. recorded December 27, 1966 in the R.M.C. Office for Greenville County in Deed Book 811, at Page 133.