

Mortgagee's Address: P.O. Box 1449, Greenville, S.C. 29607

GR. FILED REAL ESTATE MORTGAGE

S.C.

State of South Carolina

BOOK 1529 PAGE 77

APR 25 AM '81

W. M. MERSLEY

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, We, _____ the said Peter S. Van Nort and Lynda R. Van Nort, hereinafter called Mortgagor, in and 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 Fifty-Two Thousand and No/100 Dollars (\$ 52,000.00), with interest thereon payable in advance from date hereof at the rate of 18 % per annum; the principal of said note together with interest being due and payable in full on or before June 2, 1981

Beginning _____ Dollars (\$ _____) and the balance of said principal and interest payable on _____

The aforesaid payments are to be applied first to interest at the rate stipulated above and the balance to 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 18 % 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 piece, parcel or tract of land situate, lying and being on the Northern side of U.S. Highway I-85 in the County of Greenville, State of South Carolina, being show and designated as Part Lot 12, containing 5.23 acres, on a plat entitled "Property of Rosa Fair Douglas", prepared by Dalton & Neves, dated April, 1959, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5Y at Page 100, and having, in the aggregate, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northern edge of the right of way of U.S. Highway I-85 at the joint corner of the property herein conveyed and Lot No. 11 and running thence with the line of Lot No. 11 N. 31-01 W. 337 feet to an iron pin at or near the edge of Parkins Lake; thence with the edge of Parkins Lake as the line, having a traverse line as follows: S. 9-28 E. 163 feet to an iron pin; thence S. 65-38 W. 35 feet to an iron pin; thence N. 31-19 W. 148 feet to an iron pin; thence N. 42-44 W. 118 feet to an iron pin; thence N. 73-04 W. 280 feet to an iron pin; thence leaving the edge of Parkins Lake and running S. 57-09 W. 200 feet to an iron pin in the line of property now or formerly of the Greater Greenville Sewer District Commission; thence with the line of said Sewer District Commission property S. 31-32 E. 500 feet to an iron pin on the Northern edge of the right of way of U.S. Highway I-85; thence with the Northern edge of the right of way of U.S. Highway I-85 the following courses and distances: N. 78-28 E. 254.5 feet to an iron pin; thence N. 11-32 W. 10 feet to an iron pin; thence N. 78-28 E. 277 feet to the point of beginning.

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