

Greenville
State of South Carolina,

County of Greenville

FILED
JAN 13 3 22 PM '81
DONNIE S. TANKERSLEY
R.M.C.

1529 936
REAL ESTATE MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said William E. DeLoache, Jr. & Thomas E. McCutchen hereinafter called Mortgagor s 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 Seventeen Thousand and no/100 Dollars (\$ 17,000.00), with interest thereon payable in advance from date hereof at the rate of 15 % per annum; the principal of said note together with interest being due and payable in (120) Number monthly installments as follows:

(Monthly, Quarterly, Semiannual or Annual)
Beginning on January 9, 1981, and on the same day of each and every month ~~proceed~~ thereafter, the sum of Two Hundred Seventy-four and 27/100 Dollars (\$ 274.27) and the balance of said principal sum due and payable on the 9th day of December, 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 15 % 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 Columbia, 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 lot of land situate, lying and being at the intersection of Airport Road and Ramseur Court in the City of Greenville, County of Greenville, State of South Carolina, and known and designated as the property of Ralph H. Witt, according to a plat prepared by Dalton & Neves, recorded in Plat Book 4K, at Page 113, and containing .70 acres, more or less, and according to said plat has the following metes and bounds, to wit: BEGINNING at an iron pin on the northern side of Airport Road at the corner of property now or formerly of the Greenville Airport Commission and running thence with the joint line of said property N. 17-00 E. 144.5 feet to an iron pin; thence still with said property, N. 76-05 W. 175.3 feet to an iron pin; running thence S. 36-45 W. 82.8 feet to a nail and cap in Ramseur Court; running thence with said court, S. 19-45 E. 139.1 feet to a point at the intersection of Ramseur Court with Airport Road, running thence with said road, N. 82-34 E. 131.6 feet to an iron pin, the point of beginning. This being the same property conveyed to William E. DeLoache, Jr. and Thomas E. McCutchen by deed dated June 25, 1980 and recorded June 27, 1980 in the RMC Office for Greenville County in Deed Book 1128 at Page 262.

This Mortgage includes all existing improvements and those hereafter constructed on the premises.

This Mortgage is subject to all existing easements, rights of way, public utility rights, drainage rights, if any, and existing streets.

104-111-Real Estate Mortgage

This is a Second Mortgage, a First Mortgage having been given to the Citizens and Southern National Bank of South Carolina to secure Two Hundred Ten Thousand (\$210,000.00) Dollars.

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