

State of South Carolina

County of GREENVILLE

FILED  
GREENVILLE CO. S. C.  
MAY 16 12 06 PM '81  
DONALD W. HARRISLEY  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said Michael A. Gust and Christine G. Gust, 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 Forty-Seven Thousand and no/100ths Dollars (\$ 47,000.00), with interest thereon payable in advance from date hereof at the rate of 18.00 % per annum; the principal of said note together with interest being due and payable in (1) Quarterly

----- installments as follows:  
(Monthly, Quarterly, Semi-annual or Annual)  
Beginning on March 18, 1981, due and payable in  
each Ninety-One (91) days in full including interest period thereafter, the sum of  
Forty-Seven Thousand and no/100ths Dollars (\$ 47,000.00)  
and the balance of said principal sum due and payable on the 17th day of June, 1981.

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 18.00% 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 tract of land, with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, near the Town of Mauldin, and being shown and designated at Lot #2 on a Plat of R. B. Landers and A. Otis DeLaney by C. O. Riddle, RLS, dated June 2, 1980, revised February 19, 1981 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 8L at Page 73, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin in the Northwestern edge of Mustang Circle, joint front corner with Lot #1 as shown on aforesaid plat; running thence S. 79-17 W., 219.98 feet to an iron pin; thence turning and running N. 6-55 W., 185 feet to an iron pin; thence turning and running S. 70-42 E., 192.57 feet to an iron pin in the Northwestern edge of Mustang Circle; thence along said circle S. 33-11 E., 84.46 feet to an iron pin; thence S. 50-52 E., 13.46 feet to an iron pin; the point of beginning.

THIS being the same property conveyed to the Mortgagor(s) herein by deed of A. Otis DeLaney and Sharon O. DeLaney, of even date, to be recorded herewith.

This mortgage is second and junior in lien to that mortgage between Michael A. Gust and Christine G. Gust to United Federal Savings and Loan 1-04-111--Real Estate Mortgage Association recorded of even date herewith.

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