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HARRISLEY
K.M.C.

REAL ESTATE MORTGAGE

State of South Carolina

BOOK 1564 PAGE 196

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, _____ the said CARABO CAPITAL, A South Carolina General Partnership hereinafter called Mortgagor, in and by its _____ 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 Three Hundred Fifty Thousand and no/100 Dollars (\$ 350,000.00), with interest thereon payable in advance from date hereof at the rate of C & S Prime, plus 1/2% per annum; the principal of said note together with interest being due and payable in (144) monthly installments as follows:

Beginning on March 19, 1982, and on the same day of each monthly period thereafter, the sum of Two Thousand Four Hundred Thirty and 56/100 plus interest Dollars (\$ 2,430.56) and the balance of said principal sum due and payable on the 19th day of Feb. 1994, plus interest

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 piece, parcel or lot of land in the City of Greenville, South Carolina, and being a .92 acre portion of Lot 1, Block 3, on Map 263 for the Tax Maps for Greenville County according to a "Survey for Bojangles of America, Inc." by Carolina Surveying Company, dated May 15, 1981, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly right-of-way of Old Woodruff Road, which point is S. 52-07 E., 391.5 feet from the intersection of a radius on the northeasterly right-of-way of Laurens Road (U. S. Highway 276) and the southwesterly right-of-way of Old Woodruff Road, and running thence along the right-of-way of Old Woodruff Road S. 52-07 E., 154.82 feet to an iron pin; thence running S. 52-13 W., 305.16 feet to an iron pin on the right-of-way of Laurens Road; thence along the right-of-way of Laurens Road N. 23-57 W., 154.5 feet to an iron pin; thence running N. 52-13 E., 229.9 feet to an iron pin, the point of BEGINNING.

This being a portion of the property devised to Parie Jones Green from J. T. Jones, who died testate on August 20, 1939 recorded in the Office of the Probate Court of Greenville County in Apartment 412, File 24, conveying a life estate interest in said property to Parie Jones Green.

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STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
RECORDS AND DEEDS
GREENVILLE
FEB 22 1982

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