

S. C.

REAL ESTATE MORTGAGE

PH '82

W. S. SLEY

State of South Carolina,

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, \_\_\_\_\_ the said Coker Builders, Inc., 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 Eight Hundred Thousand and no/100ths Dollars (\$ 800,000.00 ), with interest thereon payable in advance from date hereof at the rate of prime % per annum; the principal of said note together with interest being due and payable in ( 1 ) Semi-annual installments as follows:

(Monthly, Quarterly, Semi-annual or Annual)

Beginning on 14 December, 1982, ~~and on the same day of each~~ ~~period thereafter,~~ the sum of Eight Hundred Thousand and no/100ths plus interest Dollars (\$ 800,000.00 ) plus interest and the balance of said principal sum due and payable on the 14 day of December, 19 82

The aforesaid payments are to be applied first to interest at the rate stipulated above and the balance on account of unpaid principal.

Said note provides that past due principal and/or interest shall bear interest at the rate of prime % 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 Sumter, 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 those pieces, parcels or lots of land situate, lying and being in the County of Greenville, State of South Carolina, being shown as Parcel "A" and Parcel "B" on a Plat of CREEK VILLAS, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 8N-Page 19, Parcel A containing 2.68 acres and Parcel "B" containing 0.56 acres, and having such shapes, metes, and bounds as may appear by reference to the aforesaid plat.

The above described property is a portion of the same property conveyed to Coker Builders, Inc., by deed of Metro Builders, Inc., dated April 30, 1982, and recorded in the Office of the RMC of Greenville County in Deed Book 1166 at page 214.

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