

State of South Carolina,

BOOK 1576 PAGE 214

County of GREENVILLE

S.C.

1982

EASLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, We the said Eva B. Weisz and Harry Lerner, 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 Three Hundred Fifty Thousand and no/100 Dollars (\$ 350,000.00), with interest thereon payable ~~id k l w h e d~~ from date hereof at the rate of * % per annum; the principal of said note together with interest being due and payable in (20) Number quarterly installments as follows:

(Monthly, Quarterly, Semiannual or Annual)
Beginning on February 15, 19 83, and on the same day of each three months period thereafter, the sum of Seventeen Thousand Five Hundred and no/100 Dollars (\$ 17,500.00) and the balance of said principal sum due and payable on the 15th day of November, 19 87.

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 lot of land, with the buildings and improvements thereon, in the County of Greenville, State of South Carolina, on the southern side of Welcome Avenue, being shown on a plat captioned "Fairhill Apartments, Property of Eva B. Weisz and Harry Lerner", prepared by Clifford C. Jones, dated July 12, 1982, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 9-A, Page 40, and also being shown as tract of 5.6 acres, more or less, on a plat thereof recorded in said R. M. C. Office in Plat Book 5-C, Page 3, and having, according to the first-mentioned plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Welcome Avenue, and running thence S 00-31 W 384.3 feet to an iron pin; thence N 89-47 W 482.8 feet to an iron pin; thence S 60-45 W 130 feet to an iron pin on the northeastern side of Best Avenue; thence with the northeastern side of Best Avenue, N 29-15 W 211.4 feet to an iron pin; thence N 61-08 E 200 feet to an iron pin; thence N 29-52 W 200 feet to an iron pin on the southeastern side of Old Easley Bridge Road; thence with the southeastern side of Old Easley Bridge Road, N 60-28 E 21.1 feet to an iron pin at the intersection of Welcome Avenue; thence with the southern side of Welcome Avenue, S 88-04 E 609.3 feet to the point of beginning.

Being the same conveyed to Eva B. Weisz by deed, of Welcome Avenue, a partnership, dated November 5, 1973, recorded November 6, 1973 in said R. M. C. Office in Deeds Book 987, Page 677, and Harry Lerner by deed of Harry Zaglin, dated March 16, 1979, recorded that day in said R. M. C. Office in Deeds Book 1098, Page 729.

Handwritten initials: H.L., G.B.L.

104-111-Real Estate Mortgage

*with interest thereon payable monthly, beginning September 15, 1982 and thereafter on the 15th day of each consecutive month until this note is fully paid, at the prime rate of The Citizens and National Bank plus one-half of one percent (1/2%), adjusted monthly, The right to anticipate payment in whole or in part at any time or from time to time without penalty is reserved.

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