

FILED
GREENVILLE, S.C.

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REAL ESTATE MORTGAGE

JUN 14 3 45 PM '83

State of South Carolina

DONNIE S. WATSON
R.M.C.

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, I, the said Jesse B. Davis, Executor under the Will of Y.C. Ballenger d/b/a Y.C. Ballenger Electrical Contractor, hereinafter called Mortgagor, in and by my 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 ONE HUNDRED SIXTY THOUSAND AND NO/100 Dollars (\$ 160,000.00),

as evidenced by that certain promissory note of the undersigned bearing even date herewith made payable to and delivered to Mortgagee, and the undersigned has agreed to pay the same with interest thereon according to the terms and conditions of said promissory note, which promissory note is specifically incorporated herein by reference and which promissory note provides for payments thereof in installments, the last of which is due on June 13, 1993.

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.

**** 1/2% above Prime, floating**

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 Spartanburg, South Carolina, or at such other place as the holder hereof may from time to time designate in writing.

Mortgagees' address: P.O. Box 1052, Spartanburg, S.C. 29304

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 tract of land, situate, lying and being in the City and County of Greenville, State of South Carolina, on the southern side of Woods Lake Road and being known and designated as Tract B on a plat prepared for Lowndes Hill Realty Company by Carolina Surveying Company, dated June 5, 1972, and having, according to said plat, the following metes and bounds, to wit:

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BEGINNING at an iron pin on the southern side of Woods Lake Road at the joint corner of Tract B and property now owned by Rudolph Investment Corp., and running thence along the southern side of Woods Lake Road, N. 88-44 W. 200 feet to an iron pin at the joint front corner of Tracts A and B; thence along the joint line of said Tract, S. 15-09 W. 237 feet to an iron pin at the joint rear corner of said Tracts; thence S. 88-44 E. 200 feet to an iron pin in the line of property now owned by Rudolph Investment Corp.; thence along the line of said property, N. 15-09 E. 237 feet to an iron pin, the point of beginning, and containing 1.05 acres, more or less.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements, and rights-of-way, if any, affecting the above described property.

This is the same property conveyed to Mortgagor by deed of Naegele Outdoor Advertising Company of Greenville, dated June 4, 1983, to be recorded herewith.

104-111-Real Estate Mortgage
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STATE OF SOUTH CAROLINA
RECORDS AND DOCUMENTS SECTION
TAX \$ 64.00

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