

State of South Carolina GREENVILLE CO. S.C.

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County of GREENVILLE MAR 7 11 34 AM '84

DONNIE S. TARKERSLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, We the said Henry J. Mims and Juliette B. Mims 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 Thirty Three Thousand & No/100 Dollars (\$33,000.00), with interest thereon payable in advance from date hereof at the rate of 9.00% per annum; the principal of said note together with interest being due and payable in 84 consecutive monthly installments as follows:

Beginning on May 15th, 1984, and on the same day of each month period thereafter, the sum of Five Hundred Thirty & 93/100 Dollars (\$530.93) and the balance of said principal sum due and payable on the day of 19

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 Greer, 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 lot of land in the State of South Carolina, Greenville County, City of Greer, lying on the southern side of East Poinsett Street (formerly Hill Street) and the eastern side of South Main Street and having the following courses and distances, to-wit:

BEGINNING at the southeastern corner of South Main Street and East Poinsett Street and running thence with East Poinsett Street in a easterly direction about 34 feet to a point on the line of property now or formerly of D. M. Ponder; thence with the line of property now or formerly of D.M. Ponder in a southwesterly direction 100 feet to the line of property now or formerly of J.H. Payne; thence with the line of property now or formerly of J.H. Payne in a northwesterly direction 34 feet to South Main Street; thence with the eastern side of South Main Street in a northeasterly direction 100 feet to the beginning corner; subject, however, to a 10 foot alleyway to be left open on the rear of said lot, and a 6 foot sidewalk on South Main Street.

This is the same property conveyed to the mortgagors by deed of Edward E. Baker and Jesse B. Jones, dated October 7, 1983 and recorded in the RMC Office for Greenville County in Deed Book 1198, at Page 58.

104-111-Real Estate Mortgage

STATE OF SOUTH CAROLINA DOCUMENTARY STAMP TAX 13.20

Vertical stamp on the right margin with the number 4800.

Vertical stamp on the right margin with the number 14328-723.