

State of South Carolina, FILED
GREENVILLE CO. S.C.

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County of GREENVILLE

NOV 21 4 35 PM '84

DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, _____ the said HANS JOACHIM WIEMANN
hereinafter called Mortgagor, in and by _____ his _____
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 Eighty Thousand, One Hundred & no/100-----Dollars (\$ 80,100.00),

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 November 21, 1989.

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 12 1/2 % 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, with all buildings and improvements, situate, lying and being off the eastern side of Kindlin Way Estension, on the northern side of a private roadway, being shown as Lot No. 8, containing 1.11 acre, on a plat of CLUB POINTE, PHASE III, SECTION III, BUILDING SITE NO. 3, made by Arbor Engineering, Inc., dated June 18, 1984, recorded in the RMC Office for Greenville County, S.C., in Plat Book 10-M, Page 25, and having according to a more recent plat entitled "Property of Hans Joachim Wiemann" by Carolina Surveying Company dated November 20, 1984, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint corner of lots 7 and 8, and running thence with line of said lots N. 20-30 E., 119.06 feet to an iron pin; thence S. 41-49 E., 45.46 feet to an iron pin at joint corner of lots 8 & 9; thence running, with the joint line of said lots, S.20-30 W., 118.15 feet to an iron pin on Collector-Distributor to Kindlin Way Extension; thence running with said road N. 42-50 W., 45.05 feet to an iron pin, the point of BEGINNING.

This being the same property conveyed to the morgagor herein by deed of Club Pointe Developers (a South Carolina General Partnership) of same date hereof, deed to be recorded simultaneously herewith.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
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