

AFFIDAVIT FILED *lpr*

FILED GREENVILLE CO. S.C.

BOOK 1282 PAGE 451

BOOK 46 PAGE 391 REAL ESTATE MORTGAGE

JUN 22 2 05 PM '73

State of South Carolina, DONNIE S. TANKERSLEY R.H.C.

County of GREENVILLE

Donnie S. Tankersley R.H.C.

MAR 30 '74

TO ALL WHOM THESE PRESENTS MAY CONCERN:

The 22nd Day of March 19 77

SEND GREETINGS

25855

THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA

COLUMBIA, S.C. and Jean G. Hayes

WHEREAS, we the said Lawson Hayes, Sr. and Jean G. Hayes

hereinafter called Mortgagor, in and by *Freeman* Assistant Clerk of Court certain Note or obligation bearing even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, in and by *Freeman* Mortgagee in the full and just principal sum of TWENTY-EIGHT THOUSAND FIVE HUNDRED & NO/100 Dollars (\$ 28,500.00), with interest thereon payable in advance from August 1, 1973 at the rate of 8 % per annum; the principal of said note together with interest monthly installments as follows:

Beginning on August 1, 1973, and on the same day of each monthly period thereafter, the sum of Two Hundred Thirty-Eight & 39/100 Dollars (\$238.39) and the balance of said principal sum due and payable on the 1st day of July, 19 93

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 8 % 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 certain piece, parcel or lot of land situate, lying and being on the Northern side of Meyers Drive, City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 18 as shown on plat of the J. R. Jenkinson Estate, prepared by Pickell & Pickell, Engineers, dated March, 1951, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book Y at page 95 and having according to said plat, the following metes and bounds:

WILKINS & WILKINS ATTYS.

GREENVILLE CO. S.C. MAR 30 2 46 PM '77

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