

GREENVILLE CO. S.C.

REAL ESTATE MORTGAGE

State of South Carolina,

1307 797

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

C. Robert Rogers

SEND GREETINGS:

WHEREAS, the said C. Robert Rogers hereinafter called Mortgagor, in and by that 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 Twelve Thousand Five Hundred Twenty-four & 40/100 Dollars (\$ 12,524.40), with interest thereon payable in advance from date hereof at the rate of 9 % per annum; the principal of said note together with interest being due and payable in (60)

monthly installments as follows:

Beginning on May 19, 1974, and on the same day of each monthly period thereafter, the sum of Two Hundred Eight and 74/100 Dollars (\$ 208.74)

and the balance of said principal sum due and payable on the 19 day of April, 199

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 9 % 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 in Greenville County, State of South Carolina, on the Northern side of Hall Road near the City of Greenville, being designated as the lot of F. A. Capps on Plat of Property of Timms, Bryant, Capps, Langley, et al, on Hall Road, made by C. C. Jones in November, 1956, recorded in Plat Book KK at page 83, described as follows:

BEGINNING at a stake on the North side of Hall Road at a corner of property designated as the lot of Lola Timms and running thence with the line of said property N. 46-11 E. 207.7 feet to a stake; thence N. 58-58 W. 136.8 feet to a stake near a branch; thence with the branch as the line, the traverse of which is S. 33-37 W. 200.7 feet to a point in the center of Hall Road; thence with said road S. 60-40 E. 88.2 feet to the beginning corner.

