FILED SEP 211976 Donnie S. Tankersley

REAL ESTATE MORTGAGE

State of South Carolina

County of __Greenville

800K 1378 PAGE 300

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:
WHEREAS, we the said Martin E. Hursey and Martha N. Hursey,
hereinafter called Mortgagor, in and by <u>this</u> certain Note or obligation bearing
hereinafter called Mortgagor, in and by CHIS CITIZENS AND SOUTHERN
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 ten thousand eight & $54/100$ ———————————————————————————————————
with interest thereon payable in advance from date hereof at the rate of $\frac{10.75}{20.000}$ % per annum; the prin-
cipal of said note together with interest being due and payable in (fifty-eight
Reginning on October 31 , 1976, and on the same day of
period thereafter, the sum of
two hundred thirty-three $\frac{275}{100}$
and the balance of said principal sum due and payable on the $31st$ day of $July$, 19.81.
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 % 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, together with improvements thereon, situate, lying and being on the southeastern side of Pimlico Road in the City of Greenville, County of Greenville, State of South Carolina, shown and designated as Lot N. 69 on plat of Section A, Gower Estates, recorded in Plat Book QQ, pages 146 and 147, in the R.M.C. Office for Greenville County, South Carolina, and having, according to said plat, the following metes and bounds, to wit:
Beginning at the iron pin on the southeastern side of Pimlico Road at the joint front corner of Lot Nos. 69 and 79 and running thence with the joint line of said lots S. 76-41 E. 175 feet to an iron pin; thence N. 13-19 E. 80 feet to an iron pin at the corner of Lot

Deed Book 820 at page 261. Mortgagee's address: Citizens & Southern National Bank of S.C. P. O. Box 1449, Greenville, S.C. 29602

No. 68; thence with the line of Lot No. 68 N. 76-41 W. 175 feet

Pimlico Road; thence with Pimlico Road S. 13-19 W. 80 feet to the point of beginning; being the same property conveyed to the grantor herein by dead of William Russo dated December 21, 1966 recorded in

This being the same piece of property which was conveyed to Martin E. and Martha N. Hursey by Johnson Construction, Inc. on May 23, 1967, and recorded in the Greenville County Clerk's Office on May 23, 1967, in

to an iron pin on the southeastern side of

Deed Book 811 at page 48.