

The C&S National Bank of S. C.: P. O. Box 1449, Greenville, S. C. 29602
Daniel G. & Sophie Shager: 6 Parkside Drive, Greenville, S. C.

FILED REAL ESTATE MORTGAGE
GREENVILLE CO. S. C.

State of South Carolina,

DEC 1 4 05 PM '78

1384 271

County of GREENVILLE

DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, ~~we~~ the said Daniel G. Shager and Sophie Shager, hereinafter called Mortgagor, in and by ~~their~~ 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 ONE HUNDRED TWENTY-FIVE THOUSAND & NO/100 Dollars (\$125,000.00), with interest thereon payable in advance from date hereof at the rate of 8-3/4 % per annum; the principal of said note together with interest being due and payable ~~as follows:~~ Interest only on the first of each month beginning Jan. 1, 1977, at 8-3/4% on the amount advanced until April 1, 1977; commencing April 1, 1977, payable in 60 equal monthly installments of \$1,548.00 including interest at the rate of 8-3/4% ~~on a principal balance of \$75,000.00; and one payment of \$50,000.00 plus interest at rate of 8-3/4% on \$25,000 on July 1, 1977.~~

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 8-3/4% 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Butler Township, being known and designated as Lot No. 42 of a subdivision of the property of Star Manufacturing Company as shown on a preliminary plat thereof prepared by Piedmont Engineers and Architects, and having, according to a plat entitled "Property of Starr Manufacturing Co., Inc." prepared by Piedmont Engineers and Architects October 21, 1964, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern edge of Darien Way, joint front corner of Lots Nos. 41 and 42, and running thence along the joint line of said lots due north 255.0 feet to an iron pin; thence N. 87-37 W. 198.6 feet to an iron pin; thence S. 2-00 E. following the line of Lot No. 43 for a portion of the distance, 280.0 feet to an iron pin on the northern edge of Darien Way, which pin is 280 feet, more or less, in the direction N. 85-00 E. from an iron pin at the intersection of Darien Way and an unnamed street; thence along the northern edge of Darien Way, N. 85-00 E. 190.0 feet to the beginning corner.

This property was conveyed to mortgagors herein by deed of Erelene C. Nicholls, dated December 19, 1975, and recorded in the office of the RMC for Greenville County in Deed Book 1029, Page 98.

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