REAL ESTATE MORTGAGE 389 14:340

TEB 16 10 49 AM '77

State of South Carolina STANKERSLEY R.H.C.

County of Greenville

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

TO ALL WHOM THESE TRESERTS WAT CONCERN.
SEND GREETINGS:
WHEREAS, I the said DIANE L. JERINA
hereinafter called Mortgagor, in and by My 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 NINETEEN THOUSAND Dollars (\$ 19,000.00),
with interest thereon payable **** Trom date bereof at the rate of 10.5 % per annum; the prin-
cipal of said note together with interest being due and payable XXXXXXXXXX
NINETY (90) DAYS FROM DATE
X&XÆXX&Æ&X&XXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
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 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 bulder 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 <u>Greenville</u> 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, together with all buildings and improvements thereon, situate, lying and being on the northeastern side of Elmwood Drive, in Greenville County, South Carolina, being known and designated as Lot No. 38 on a plat of Edwards Forest, Section 4, made by C. O. Riddle dated December 1965 recorded in the RMC Office for Greenville County, S. C. in plat book JJJ page 82, and having according to said plat the following metes and bounds, to-wit: Beginning at an iron pin on the northeastern side of Elmwood Drive the joint front corner of Lots Nos. 38 and 39, and running thence with the common line of said lots N. 18-46 E. 150 feet to an iron pin; thence S. 59-52 E. 139.3 feet to an iron pin; thence S. 57-38 W. 150 feet to an iron pin on the northeastern side of Elmwood Drive; thence along the northeastern side of Elmwood Drive, N. 58-46 W. 90 feet to an iron pin, the point of beginning. This is the same property conveyed to mortgagor by Michael R. Jerina by deed dated Dec. 3, 1976 recorded Dec 6, 1976 in deed vol. 1047 at page 350 of the RMC Office for Greenville County, S. C.
THIS MORTGAGE IS A SECOND MORTGAGE.

1-04-111-Real Estate Mortgage