

REAL ESTATE MORTGAGE 1398 628

State of South Carolina

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said Earl Warren Elm and Patricia Alice Elm hereinafter called Mortgagor, in and by our 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 forty-nine hundred six dollars and 50/100----Dollars (\$ 4,906.50), with interest thereon payable in advance from date hereof at the rate of 9.99 % per annum; the principal of said note together with interest being due and payable in (72) seventy-two monthly installments as follows:

Beginning on July 5, 1977, and on the same day of each monthly period thereafter, the sum of ninety-six dollars and 64/100-----Dollars (\$ 96.64) and the balance of said principal sum due and payable on the 5 day of June, 1983.

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 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.

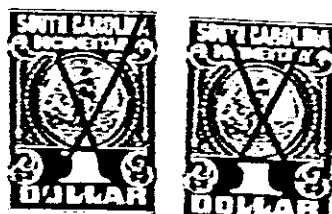
NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said Note; and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor 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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 12, as shown on plat of record in the RMC Office for Greenville County, S.C., in Plat Book WW, Page 417, reference to said plat being craved for a metes and bounds description thereof.

This conveyance is made subject to all restrictions, easements and rights of way which may affect the property hereinabove described.

This is the same piece of property conveyed from James E. Howard & Elizabeth A. Howard to Earl Warren Elm & Patricia Alice Elm on October 4, 1973 recorded in Book 985 of Deeds, page 532 in the RMC Office of Greenville County.

Mortgagee's Address: C & S National Bank, P. O. Box 1449, Greenville, S.C



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