



REAL ESTATE MORTGAGE
BOOK 1412 PAGE 742

State of South Carolina
County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, We the said James Henry Poole and Joyce B. Poole, 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 Three Thousand Six Hundred Five and 48/100 - - - - - Dollars (\$ 3,605.48*), with interest thereon payable in advance from date hereof at the rate of 11.75 % per annum; the principal of said note together with interest being due and payable in (48) Number

Forty-eight Monthly [Monthly, Quarterly, Semiannual or Annual] installments as follows:
Beginning on November 31, 1977, and on the same day of each monthly period thereafter, the sum of Ninety-Nine and 22/100 Dollars (\$ 99.22*) and the balance of said principal sum due and payable on the day of , 19 .

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 certain piece, parcel or lot of land in Greenville County, State of South Carolina, on the northwestern side of Phillips Lane, in the City of Greenville, being shown as lot #3 on a plat made by J.C. Hill on April 4, 1958, recorded in Plat Book DD at Page 117, and described as follows:
BEGINNING at a stake on the northwestern side of Phillips Lane, 695 feet Southwest from Augusta Court, and running thence N. 13-43W. 46 feet to a stake at corner of lot 1; thence with the line of said lot, N. 71-00 W. 123.3 feet to a stake at corner of lot #2; thence with the line of said lot S. 25-10 W. 603 feet to a stake in line of lot #4; thence with the line of said lot, S. 41-30 E. 123.2 feet to a stake on Phillips Lane; thence with the northwestern side of Phillips Lane, N. 47-10 E. 96.8 feet to the beginning corner.

This being the same piece of property which was conveyed to James Henry Poole and Joyce B. Poole by Fidelity Federal Saving and Loan on April 20, 1962 and recorded in the Greenville County Clerk's Office on April 27, 1962 in Deed Book DD at Page 117.

Mortgagee's Address: C&S National Bank
P.O. Box 1449
Greenville, S.C. 29602

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