

REAL ESTATE MORTGAGE

State of South Carolina,

GREENVILLE CO. S.C.

1428-1188

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, We the said Ralph L. Ogden and Lyric P. Ogden 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 TWENTY-FIVE THOUSAND and NO/100 Dollars (\$25,000.00), with interest thereon payable in advance from date hereof at the rate of 9% per annum; the principal of said note together with interest being due and payable in (5) five

annual installments as follows: Beginning on April 12, 1979, and on the same day of each annual period thereafter, the sum of FIVE THOUSAND and NO/100 Dollars (\$5,000.00) PLUS interest and the balance of said principal sum due and payable on the 12th day of April, 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:

GCTO ALL that certain piece, parcel or lot of land being known and designated as Lot No. 254 on plat entitled "Revised plat of Lots 253 and 254 Sugar Creek" dated February 26, 1976 prepared by C. O. Riddle, Surveyor and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 52 at page 108 and having, according to said plat, the following metes and bounds, to-wit:

3 AP1478 1446 BEGINNING at an iron pin on the southeasterly side of Middle Brook Road, said pin being the joint front corner of revised lots 253 and 254 and running thence along said line N 62-01-01 E 3 feet; thence continuing along the same line N 48-15-25 E 100.78 feet to an iron pin at the intersection of Silver Creek Road and Middle Brook Road; thence with said intersection S 87-38-44 E 32.2 feet to an iron pin on the Northeasterly side of Sugar Creek Road; thence proceeding from that iron pin S 49-15-00 E 130 feet to an iron pin at the joint front corner of Lots 254 and 255; thence running from that joint front corner S 37-58-27 W 162.19 feet to an iron pin at the joint rear corner of revised Lots 253 and 254; thence proceeding from that iron pin N 36-45-24 W 181.64 feet to an iron pin, the point of beginning.

THIS conveyance is subject to all restrictions, setback lines, roadways, easements and right-of-ways, if any, affecting the above described property, and is subject to a 10 foot drainage across the rear lot line.

3.50C1 THIS property was conveyed to the Mortgagors in Deed Book 1032 at Page 970 dated March 12, 1976 and recorded on March 15, 1976 and in Deed Book 1033 at Page 142 dated March 12, 1976 and recorded on March 16, 1976.

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