

The State of South Carolina,

County of Greenville

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GREENVILLE CO. S. C.

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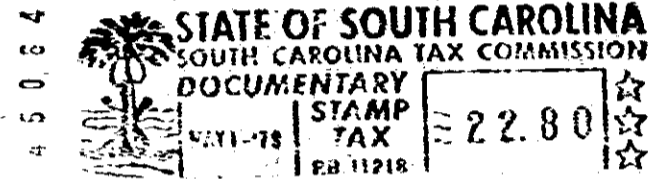
DONNIE S. TANKERSLEY
R.M.C.

To All Whom These Presents May Concern:

John M. Balentine, Jr. and Ruth C. Balentine SEND GREETING:

Whereas, we, the said John M. Balentine, Jr. and Ruth C. Balentine in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to Estate of Charles C. Rogers, Sr.

in the full and just sum of Fifty Seven Thousand and No/100 (\$57,000.00) Dollars, to be paid April 30, 1980



, with interest thereon from date

at the rate of 9 1/2 per centum per annum, to be computed and paid quarterly

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of his or its interests to place, and the holder should place, the said note or this mortgage, in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That we, the said John M. Balentine, Jr. and Ruth C. Balentine, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Estate of Charles C. Rogers, Sr. according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us, the said John M. Balentine, Jr. and

Ruth C. Balentine, in hand well and truly paid by the said Estate of Charles C. Rogers, Sr. at and before the signing 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 Estate of Charles C. Rogers, Sr.

ALL that piece, parcel or lot of land, together with buildings and improvements, situate, lying and being in the County of Greenville, State of South Carolina on the western side of Jameston Drive, being shown and designated as Lot 10 on a Plat of Phlham Estates, dated July, 1966, made by C. O. Riddle, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book PPP, Pages 28 and 29, reference to which is hereby craved for the metes and bounds thereof.

DERIVATION: The above described property is the same conveyed to the Mortgagors herein by deed of Matthew Diachenko and Geraldine R. Diachenko dated April 30, 1979 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1101 at Page 546.

THIS conveyance is made subject to rights-of-way, easements, conditions, public roads and restrictions as they may appear of record or as they exist on said lot.

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