

P. O. Box 1449  
Greenville, S. C. 29602

14 11 002

REAL ESTATE MORTGAGE

State of South Carolina  
County of Greenville

RECORDED  
NOV 23 PM '79  
SHERSLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

W. LYNN SMITH and WILLIAM H. McCAULEY, II SEND GREETINGS:

WHEREAS, we the said W. Lynn Smith and William H. McCauley, II hereinafter called Mortgagor, in and by their 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-FIVE THOUSAND Dollars (\$ 45,000.00), with interest thereon payable in advance from date hereof at the rate of 13 % per annum; the principal of said note together with interest being due and payable ~~XX~~ ( ) Number in 120 days from date installments as follows:

Beginning on \_\_\_\_\_, 19 \_\_\_\_\_, and on the same day of each \_\_\_\_\_ period thereafter, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and the balance of said principal sum due and payable on the 7th day of December, 19 79.

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:

3CTO ALL that certain piece, parcel, or lot of land, situate, lying and being in the City and County of Greenville, South Carolina, being shown and designated as a Portion of Lots 8 and 9 on a Plat of CHARLOTTE M. GOLDSMITH, recorded in the RMC Office for Greenville County in Plat Book F, at Page 47, and having, according to a recent survey made by Dalton & Neves, Engineers, September 1962, the following metes and bounds:

3 A11079 BEGINNING at an iron pin at the southeast corner of the intersection of Fairview and Victory Avenue and running thence with the south side of Victory Avenue, S 85-00 E, 155 feet to an iron pin; thence through Lots 8 and 9, S 03-33 W, 114.87 feet to an iron pin corner of Lot 7; thence with the line of said Lot, N 85-00 W, 155 feet to an iron pin on the east side of Fairview Avenue; thence with the east side of Fairview Avenue, N 03-38 E, 114.87 feet to the beginning corner.

140 This is the same property conveyed to the Mortgagors herein by deed of Lila G. Pennebaker, dated August 1, 1979, to be recorded simultaneously herewith.

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SHERSLEY

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