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REAL ESTATE MORTGAGE

State of South Carolina,

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, We the said James N. and Carolyn Montgomery 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 Five Thousand five and 04/100 Dollars (\$ 5005.04), with interest thereon payable in advance from date hereof at the rate of 11.5 % per annum; the principal of said note together with interest being due and payable in (72)

Monthly installments as follows:
(Monthly, Quarterly, Semiannual or Annual)

Beginning on the last day of September, 1974, and on the same day of each monthly period thereafter, the sum of One hundred two and 23/100 Dollars (\$ 102.23) 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 11.5 % 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 lot of land situate on the northern side of Delano Avenue (formerly Franklin Street) in the County of Greenville, State of South Carolina, being shown as Lot 28 on plat of Property of McCall Manufacturing Company, dated May 1949, prepared by Pickell & Pickell, recorded in Plat Book S at Page 76, in the RMC Office for Greenville County, and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the north side of Delano Avenue, at the joint front corner of Lots 28 and 29, and running thence with line of Lot 29 N. 35-28 E. 99.6 feet to iron pin in line of property now or formerly owned by Mayfield; thence with Mayfield line S. 56-22 E. 83 feet to iron pin at the joint rear corner of Lots 27 and 28; thence with line of Lot 27, S. 35-28 W. 102.2 feet to iron pin on Delano Avenue; thence with said Avenue N. 54-32 W. 83 feet to the beginning corner.

Being the same property conveyed to the grantor by deed recorded in Deed Book 873 at Page 403 in the RMC Office for Greenville County.

This conveyance is made subject to all recorded restrictions, easements and rights of way affecting said property.



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