

State of South Carolina,

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said Charles C. Finley & Lola G. Finley 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 Twelve Thousand Six Hundred Two and 08/100 Dollars (\$ 12,602.08), with interest thereon payable in advance from date hereof at the rate of 12.66 % per annum; the principal of said note together with interest being due and payable in (36)

monthly instalments as follows:
Beginning on March, 31 1976 and on the same day of each month period thereafter, the sum of Four Hundred Twenty-Four and 45/100 Dollars (\$ 424.45) and the balance of said principal sum due and payable on the last day of February 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 12.66 % 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 in the State of South Carolina, County of Greenville, being known and designated as Lot Number 31 of a subdivision known as Berea Forest, Section 11, abd being shown on a plat of said subdivision recorded in Plat Book 4N at Pages 76 & 77 in the RMC Office for Greenville County, and having according to said plat the following metes and bounds to - wit:

BEGINNING at an iron pin on the southeastern side of Berea Forest Circle at the joint front corner with Lot 30; thence with line of Lot 30, S 21-12 E 130.5 feet to an iron pin; thence N 73-18 E 75 feet to an iron pin at the joint rear corner of Lot 32; thence with line of Lot 32, N 16-48 W 130 feet to an iron pin on Berea Forest Circle, thence with said Circle, S 73-18 W 85 feet to the beginning corner.

This property is conveyed subject to all easements, restrictions, zoning ordinances and rights of way of record and on the ground which affect said lot, if any.

This is the same property conveyed to the Grantor by deed recorded in Deed Book 950 at Page 399 in the RMC Office for Greenville County.



0173
4328 RV-2