

FILED
GREENVILLE, CO. S. C.

304 1374 252

REAL ESTATE MORTGAGE

AUG 2 4 46 PM '75

State of South Carolina, GREENVILLE, S. C. TANKERSLEY R.M.C.

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, I the said PETER KALATGES hereinafter called Mortgagor, in and by a 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 THIRTY THOUSAND AND NO/100----- Dollars (\$ 30,000.00), with interest thereon payable in advance from date hereof at the rate of nine % per annum; the principal of said note together with interest being due and payable in (60)

monthly

(Monthly, Quarterly, Semi-Annual or Annual)

installments as follows:

Beginning on August 30, 19 76, and on the same day of each successive monthly period thereafter, the sum of SIX HUNDRED TWENTY-TWO AND 80/100----- Dollars (\$622.80----) and the balance of said principal sum due and payable on the 30th day of July, 1981.

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 nine % 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 mortgage 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 P. O. Box 1449, Greenville, SC 29602 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 certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, as shown by plat entitled "Property of The Citizen & Southern National Bank" by Campbell & Clarkson Surveyors dated July 15, 1969 and revised November 21, 1969, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the eastern side of South Carolina Highway No. 20 and running N 2-44 E 238.9' to an iron pin; thence turning N 65-40 E 254.6' to an iron pin; thence turning and running S 55-36 E 89.7' to an iron pin; thence running S 53-55 E 115.7' to an iron pin at joint corner of property of Citizens and Southern National Bank and property now or formerly of Burns; thence turning and running S 61-20 W 468.3' to the point of beginning.

This being the same property conveyed to Peter Kalatges by Citizens and Southern National Bank by deed of even date herewith and previously conveyed to Citizens and Southern National Bank by deed of W. M. Morgan J. Roy Gibson and Joseph D. Gibson recorded in Deed Book 841 at page 577 and dated and recorded April 11, 1968.

0 2 5 2

4328 RV-2