



State of South Carolina,

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said Martin G. Smith and Carolyn H. Smith, 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 11.75 % per annum; the principal of said note together with interest being due and payable in (48)

monthly

installments as follows:

[Monthly, Quarterly, Semi-annual or Annual]

Beginning on September, 1976, and on the same day of each monthly period thereafter, the sum of One hundred thirty seven and 56/100 Dollars (\$ 137.56) 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 % 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Town of Mauldin on the east side of Over Creek Road and the north side of Creekwood Court, being known and designated as Lot 94 on plat of Forrester Woods, Section Two and having, according to said plat made by Carolina Engineering and Surveying Co March 17, 1973, recorded in the RMC Office for Greenville, S. C. in Plat Book 4-X, Page 64, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Over Creek Road at the joint corner of Lots 94 and 95 and runs thence along the line of Lot 95 S. 78-47 E. 100 feet to an iron pin; thence along the line of Lot 93 S. 11-09 W. 192.8 feet to an iron pin on the north side of Creekwood Court; thence along Creekwood Court N. 76-24 W. 76 feet to an iron pin at the intersection of Creekwood Court and Over Creek Road; thence with the intersection of said road and court N. 32-28 W. 35.2 feet to an iron pin on the east side of Over Creek Road; thence along said road N. 11-13 E. 164.2 feet to the beginning corner.

This is a portion of the property conveyed to the Grantor by deed of Y. B. Developers, Inc. dated February 21, 1974 and recorded in the RMC Office for Greenville, S. C. in Deed Book 994, Page 317.

Mortgagees address: C & S Bank P. O. Box 1449 Greenville, S. C. 29602

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