



State of South Carolina

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said John A. Shimell, Jr. and Katherine B. Shimell 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 Nine thousand seven and 64/100 Dollars (\$9007.64), with interest thereon payable in advance from date hereof at the rate of 9.99 % per annum; the principal of said note together with interest being due and payable in (60)

monthly installments as follows: [Monthly, Quarterly, Semi-annual or Annual] Beginning on May 15, 1977, and on the same day of each successive period thereafter, the sum of One hundred ninety & 83/100 Dollars (\$190.83) 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 piece, parcel or lot of land, situate, lying and being near the City of Greenville, County of Greenville, State of S. C. being known and designated as Lot No. 96, Section I, Lake Forest, a plat of which is recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book GG at Page 17; and also the lot of land adjoining Lot No. 96 on the westerly side thereof and having, according to a plat of a portion of Lake Forest, Inc., made by Piedmont Engineering Service, June 26, 1954 and recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book P at Page 103, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Lake Fairfield Drive, joint front corner of Lots Nos. 95 & 96 and running thence S. 33-54 W., 141.4 feet to a point where the joint rear corners of Lots Nos. 95 and 96 intersect the high-water line of Lake Fairfield; thence with the highwater line of Lake Fairfield as the line, the traverse line being N. 66-02 W. 100 feet to a point where the western side line of Lot No. 96 intersects the highwater line of Lake Fairfield; thence with the creek as the line, the traverse line being N. 0-38 W., 152.9 feet to a point; thence continuing with the creek as the line, N. 45-13 W., 177.1 feet to a 12-foot drainage easement; thence along said 12foot drainage easement, N.58-43E., 51.5 feet to an iron pin on Lake Fairfield Drive; thence along Lake Fairfield Drive as follows: S. 34-15 E., 61.4 feet; S. 39-33 E., 62.3 feet; S. 56-06 E., 106.4 feet and S. 56-06 E., 124.2 feet to an iron pin, the point of beginning.

This is the same property conveyed to John A. Shimell, Jr. & Katherine B. Shimell from Robert O. Vickery recorded in Book 1045 of Deeds page 577., 11-3-76. Mortgagees Address: C & S National Bank, P. O. Box 1449, Greenville, S.C.

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