

State of South Carolina

County of GREENVILLE

REAL ESTATE MORTGAGE

VOL 1659 PAGE 195

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, I the said David C. Poole hereinafter called Mortgagor, in and by that 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 Two Hundred Ninety Thousand and no/100----- Dollars (\$290,000.00--),

as evidenced by that certain promissory note of the undersigned bearing even date herewith made payable to and delivered to Mortgagee, and the undersigned has agreed to pay the same with interest thereon according to the terms and conditions of said promissory note, which promissory note is specifically incorporated herein by reference and which promissory note provides for payments thereof in installments, the last of which is due on one year from the date thereof.

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 two (2%) 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, located, lying and being in the City and County of Greenville, State of South Carolina, being known and designated as Lot No. 21, on plat entitled "Collins Creek, Section Two", dated July 30, 1979, prepared by C. O. Riddle, Surveyor, recorded in the Greenville County RMC Office in Plat Book 7-C at Page 57, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Southern side of the right-of-way of Collins Creek, at the joint front corner of the within lot and Lot No. 22 and running thence, along said right-of-way S. 75-35 W., 151.7 feet to a point at the joint front corner of the within lot and Lot No. 20; thence; running along the joint line of said lots S. 18-46 E., 252.12 feet to a point at the joint rear corner of the within lot and Lot No. 20; thence, N. 76-31 E., 109.49 feet to a point at the joint rear corner of the within lot and Lot No. 22; thence running along the joint line of said lots N. 9-12 W., 254.24 feet to a point at the joint front corner of the within lot and Lot No. 22, on the Southern side of the right-of-way of Collins Creek, the point and place of beginning.

This being the same property conveyed to the Mortgagor herein by deed of H. Reid Sherard and Genie R. Sherard recorded in the Greenville County RMC Office in Deed Book 1169 at Page 654 on July 2, 1982.

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4. OCCI

1-04-111-Real Estate Mortgage

STATE OF SOUTH CAROLINA SOUTH CAROLINA TAX COMMISSION DOCUMENTARY STAMP TAX 116.00 APR 25 84 PE 11213

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