

REAL ESTATE MORTGAGE

1058-851

State of South Carolina,

County of Greenville

REC'D
JUL 27 1984
S.C.
17 03 11 '84

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, We the said William C. Owens and Rebecca S. Owens hereinafter called Mortgagor, in and by their 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 FORTY THOUSAND AND NO/100----- Dollars (\$ 40,000.00), with interest thereon payable in advance from date hereof at the rate of 13.50% per annum; the principal of said note together with interest being due and payable in (35)

monthly installments as follows:

Beginning on September 30, 1984, and on the same day of each month period thereafter, the sum of

NINE HUNDRED TWENTY AND 39/100-----Dollars (\$ 920.39)

balloon \$19,960.21 plus interest and the balance of said principal sum due and payable on the 30 day of August, 1984.

* to pay interest only on July 30, 1984 and August 30, 1984. 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 13.50% 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 in the County of Greenville, State of South Carolina, containing 2.863 acres, more or less, situate, lying and being on the Eastern side of Augusta Road (U.S. Highway 25), and having, according to a plat entitled "Property of William C. Owens and Rebecca S. Owens", dated April, 1977, prepared by Webb Surveying and Mapping Co., the following metes and bounds:

BEGINNING at a point on the Eastern side of Augusta Road (U.S. Highway 25) and running thence with the Eastern side of Augusta Road, N. 13-47 E. 25 feet to a point; thence with the line of other property of grantee, S. 68-13 E. 300 feet to a point; thence with the line of other property of grantee S. 13-47 W. 107 feet to a point; thence with the line of other property of grantor S. 68-13 E. 642.3 feet to a point; thence turning and running S. 6-07 W. 203.7 feet to a point; thence turning and running N. 64-18 W. 981.4 feet to point on the Eastern side of Augusta Road, the point of beginning.

This being the same property conveyed to the mortgagors by deed of Mullikin Enterprises, a partnership recorded in Deed Book 1058 at Page 889 on June 20, 1977.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
1984 JUN 28 16.00

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