

1984 463

REAL ESTATE MORTGAGE

State of South Carolina,

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, We the said Marion W. Roberts and Nancy P. Roberts, hereinafter called Mortgagor, in and by this 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 six dollars and 4/100 Dollars (\$ 5006.04), with interest thereon payable in advance from date hereof at the rate of 11.50 % per annum; the principal of said note together with interest being due and payable in (84) Number monthly installments as follows:

Beginning on May 25, 19 76, and on the same day of each monthly period thereafter, the sum of eighty seven dollars and ninety seven cents Dollars (\$ 87.97) and the balance of said principal sum due and payable on the 25 day of April, 1983.

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

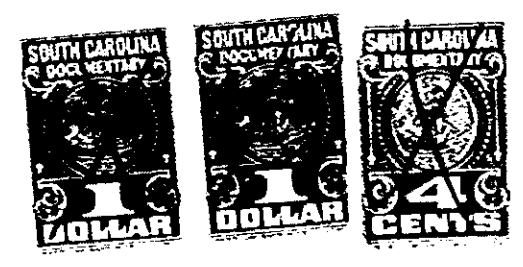
the office of the Mortgagee in Greenville, South Carolina, or at such other place as the holder hereof may from time to time designate in writing.

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 in the State of South Carolina, County of Greenville, being known and designated as Lot no. 6 on a plat of Shiloh Estates, prepared by T.H. Walker, Jr., Surveyor, dated December 14, 1970 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING AT AN IRON PIN ON THE northerly side of McCall Road, joint front corner with property of Clyde C. Hughes, and running thence along the line of said Hughes property, N. 12 E. 256 feet to an iron pin at the joint rear corner of Lots 5 and 6; thence along the line of Lot No. 5, N. 80-25 W. 171 feet to an iron pin on Buckskin Road; thence along the edge of said Buckskin Road, S. 12 W. 256 feet to a point on the northerly edge of McCall Road; thence along the edge of said Road, S. 83 E. 171 feet to the point of beginning.

This conveyance is made subject to restrictive covenants recorded in the RMC Office for Greenville County in Deed Book 924 at page 225, and easements and rights of way, if any affecting the above described property.



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