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REAL ESTATE MORTGAGE ASLEY Citizens & Southern National 1506 #2817

State of South Carolina,

Bank of South Carolina 47 Camperdown Way

Greenville, S. C. 29601

GADDY & DO. P. O. BOX 100 GREENVILLE, S. C.

County of <u>Greenville</u>

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, I the said John W. Grady, III my certain Note or obligation bearing hereinafter called Mortgagor, in and by 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 Six Thousand Four Hundred & No/100 Dollars (\$ 6,400.00), with interest thereon payable in advance from date hereof at the rate of . - 18 -% per annum; the principal of said note together with interest being due and payable in kxxxxxxx as set forth in said promissory note (Morthly, Quarterly, Semilannua) or Arrus (and the balance of said principal sum due and payable on the 27th day of December ____, 19.82 .

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 -18-% 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

... South Carolina, or at such other place as Greenville the office of the Mortgagee in 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 of those pieces, parcels or lots of land located in the County of Greenville, State of South Carolina, and lying and being on the northern side of Hampton Avenue and being more particularly described according to a plat entitled "Property of John W. Grady, III", dated June 16, 1973, recorded in the R.M.C. Office for Greenville County in Plat Book 8-A, Page 44, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Hampton Avenue, at the corner of property now or formerly belonging to D. H. Herd and running thence with the line of property of Herd N. 42-46 E. 240.89 feet to an old iron pin in the line of an alley; thence with the alley S. 49-48 E. 116.5 feet to an iron pin; thence continuing with said alley, S. 42 E. 104.38 feet to an iron pin in the line of property now or formerly belonging to A. G. Jester; thence with the line of property now or formerly of Jester S. 42-38 W. 238.69 feet to an iron pin on the northern side of Hampton Avenue; thence with Hampton Avenue N. 47-32 W. 150.65 feet to an iron pin; thence continuing with Hampton Avenue N. 44-56 W. 70.25 feet to an iron pin, the point of beginning.

The above described property is the same conveyed to the mortgagor herein by deed from William Lewis Cleveland dated April 30, 1973, recorded in the R.M.C. Office for Greenville County in Deed Book 974, Page 424, and by deed from Elva L. Grady dated May 8, 1973, recorded in the R.M.C. Office for Greenville County in Deed Book 974, Page 421, both deeds recor-164-111-Real Estate Mortgage ded on May 11, 1973.

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