

FILED
GREENVILLE CO. S. C.

APR 15 11 04 AM '70
CONSTANT MONTHLY PLAN MORTGAGE

BOOK 1152 PAGE 423

State of South Carolina
Ollie Farnsworth
R. H. C.

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

MARY GRIFFIN SHELL

SEND GREETINGS:

WHEREAS, I the said Mary Griffin Shell
hereinafter called Mortgagor, in and by my certain Note or obligation bearing even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, Greenville, S. C. hereinafter called Mortgagee, in the full and just principal sum of Twelve Thousand and no/100ths ----- Dollars (\$12,000.00) with interest thereon payable monthly in advance from date hereof at the rate of eight (8%) per cent per annum; the principal of said note together with interest being due and payable -----

----- in monthly installments as follows:
Beginning on the 12th day of August, 1970, and on the 12th day of each month thereafter the sum of One Hundred Seven and 80/100ths ----- Dollars (\$107.80) and the balance of said principal sum due and payable on the 12th day of August, 1987. The aforesaid monthly payments of One Hundred Seven and 80/100ths ----- Dollars (\$107.80) each, are to be applied first to interest at the rate of eighty (8%) per cent per annum on the principal sum of Twelve Thousand and no/100ths ----- Dollars (\$12,000.00), or so much as shall from time to time remain unpaid, and the balance of each monthly installment shall be applied on account of principal.

Said note provides that past due principal and/or interest shall bear interest at the rate of seven (7%) per cent per annum 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 at 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 with buildings and improvements thereon situate, lying and being on the North side of Rutherford Road (also known as S. C. Highway No. 21) in the City of Greenville, in the County of Greenville, State of South Carolina, known and designated as Lot No. 5 and the eastern one-half of Lot No. 4 on Plat of Croft Stone Acres, made by W. D. Neves, Engineer, March 1917, recorded in the RMC Office for Greenville County in Plat Book E, at pages 35 and 36, and having, according to said plat and a recent survey made by R. E. Dalton, July 1940, the following metes and bounds, to-wit;

BEGINNING at an iron pin on the North side of Rutherford Road, joint corner of Lots Nos. 5 and 6, said pipe being 250 feet West from the Northwest corner of the intersection of Rutherford Road and an unnamed road, and running thence with the North side of said road, S. 73-25 W. 299.5 feet to iron pipe, said pipe being 569.5 feet East from the Northeast corner of intersection of Rutherford Road and Wedgewood Avenue; thence N. 11-55 W. 252 feet to iron pipe; thence N. 67-30 E. 97.5 feet to iron pipe; thence N. 73-50 E. 224.6 feet to iron pipe; thence S. 7-20 E. 263 feet to iron pipe on North side of Rutherford Road, the beginning corner.

The within mortgage is of equal rank with that certain mortgage from the Grantor herein to the Grantee herein dated May 25, 1967, and recorded in the Office of the RMC for Greenville County in R.E.M. Book 1058, at Page 482, and this mortgage, together with said mortgage dated May 25, 1967, shall, taken together, constitute a first lien on the property described therein.

(Continued on next page)