



REAL ESTATE MORTGAGE

BOOK 1411 PAGE 989

State of South Carolina

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, We the said John Paul Megilligan and Norma Jean Megilligan, hereinafter called Mortgagor, in and by our 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 Three Thousand Two Hundred Five and 32/100 Dollars (\$ 3,205.32), with interest thereon payable in advance from date hereof at the rate of 11.75 % per annum; the principal of said note together with interest being due and payable in (36)

monthly

(Monthly, Quarterly, Semiannual or Annual)

installments as follows:

Beginning on October 31, 1977, and on the same day of each monthly period thereafter, the sum of One Hundred Twelve and 83/100 Dollars (\$ 112.83) and the balance of said principal sum due and payable on the _____ day of _____, 19____.

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 ONeal Twp., Greenville County, State of South Carolina, lying on the South Side of McElhaney Road about one mile east of Double Springs Church and containing Two and 95/100 Acres having the following Metes and Bounds:

BEGINNING at corner of lands of Grantor and C. H. Center in McElhaney Road and running thence along road N. 75-52 W. 125 feet to nail; thence over iron pin on R. O. W. line S. 4-30 W. 200 feet to iron pin; thence S. 27-30 E. 575 feet to iron pin at sweet gum; thence S. 5-15 E. 100 feet to iron pin on bank of Clear Creek; thence along Clear Creek as property line 22.8 feet to iron pin on Fannie Mae Davis line; thence N. 67.00 E. 125 feet to iron pin on C. H. Center's line; thence N. 21-30 W. 795 feet to beginning corner.

This being the same piece of property which was conveyed to John Paul Megilligan by Evelyn T. Davis on November 4, 1963 and recorded in the Greenville County Clerks Office on November 4, 1973 in Deed Book 736 at page 80.

Mortgagee's Address: The Citizens & Southern National Bank of S. C.
P. O. Box 727
Columbia, SC 29202



0988

4328 RV-2