TIT 19 3 54 FM TO REAL ESTATE MORTGAGE

State of South Carolina,

COMMESTANCESSLEY A.H.C.

800x 1413 PAGE 316

County of GREENVILLE

to the Bank.

ĊΠ

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS,	the said Garre	ett & Garrett, A General Partnership,
hereinafter called l	Mortgagor, in and byit	certain Note or obligation bearing
even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTH		
NATIONAL BANK OF SOUTH CAROLINA, hereinafter called Mortgagee, in the full and just principal		
sum of Ninety Thousand and no/100 Dollars (\$ 90,000.00),		
with interest thereon payable in advance from date hereof at the rate of 8-1/2 % per annum; the prin-		
cipal of said note together with interest being due and payable in (60) sixty		
	:hly	installments as follows:
(Monthly, Quarterly, Semi-annual or Annual)		
Beginning on	November 14	, 19_77, and on the same day of
each	monthly	period thereafter, the sum of
One Thousand Eight Hundred Forty-six and 50/100 Dollars (\$1,846.50)		
and the balance of said principal sum due and payable on the 14th day of September , 1982 .		
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		

Said note provides that past due principal and/or interest shall bear interest at the rate of 8-1/2% 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 dept 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

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

the office of the Mortgagee in <u>Greenville</u>, 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 all buildings and improvements now or hereafter constructed thereon, containing three acres, more or less, situate, lying and being at the northeastern corner of the intersection of the right of way of U. S. Highway No. 276 with Fairview Road (also known as Neely Ferry Road), in the Town of Simpsonville, Greenville County, South Carolina, bounded on the East by the Fairview Road, on the North by property formerly of J. M. Latimer, on the West by the right of way of U. S. Highway No. 276, being a portion of the J. M. and Ida Latimer property shown on a plat recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book RR, Page 1, and having according to a plat of the property of J. M. Latimer made by C. O. Riddle, Surveyor, dated January 18th, 1972, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of the right of way of U. S. Highway No. 276 at the corner of property now or formerly owned by J. M. Latimer and running thence along the edge of said right of way, S. 36-00 E., 400.4 feet to an iron pin; thence continuing with the edge of said right of way, S. 65-42 E., 86.8 feet to an iron pin on the edge of the right of way of an access road; thence along the northern side of the edge of the right of way of said access road, N. 84-35 E., 136.2 feet to an iron pin; thence continuing along said side of said access road, N. 35-23 E., 130.7 feet to an iron pin; thence N. 76-12 E., 40.9 feet to an iron pin in or near the center line of Fairview Road; thence with the center line of Fairview Road; thence wi

(continued on back)

1328 RV.2