



REAL ESTATE MORTGAGE

BOOK 1413 PAGE 558



TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said Willie James Smith, Jr. and Patricia E. Smith 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 twenty four hundred eighty dollars & 50/100 Dollars (\$ 2480.50 ), 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 (60) sixty Number

monthly installments as follows: (Monthly, Quarterly, Semiannual or Annual) Beginning on November 31, 1977, and on the same day of each monthly period thereafter, the sum of fifty-seven dollars & 42/100 Dollars (\$ 57.42 ) and the balance of said principal sum due and payable on the 31 day of October, 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 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 11.50% 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 certain peice, parcel or lot of land situate in the State of South Carolina, County of Greenville, being known and designated as Lot no. 43 on a plat of Sylvan Hills Subdivision, recorded in the RMC Office for Greenville County in plat book S, page 103 and a more recent plat of Property of Willie Smith and Patricia F. Smith, prepared by R.B. Bruce, RLS, dated June 2, 1976 and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Valley View Lane, joint front corner of Lots 43 and 44 and running thence S. 5-26E., 192.8 feet to an iron pin; running thence N. 44-25 W., 89.4 feet to an iron pin; thence along the common line of lots 42 and 43, N. 17-01 W., 124.4 feet to an iron pin on Valley View Lane; thence along said Valley View Lane, N. 84-24 E. 80 feet to the iron pin, at point of beginning.

This is the identical property conveyed to the grantors by deed of Billie M. Mendenhall, recorded on September 21, 1971 in deed book 925 at page 439, in the RMC Office for Greenville County.

This property was conveyed from David E. Reynolds and Sandra G. Reynolds to Willie J. Smith, Jr. and Patricia E. Smith on June 11, 1976 as recorded in book of deeds 1037 page 868 RMC Office Greenville County

104-111-Real Estate Mortgage Mortgagee's Address: C & S National Bank, P. O. Box 1449, Greenville, S. C. 29602

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