



REAL ESTATE MORTGAGE



BOOK 1414 PAGE 81

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, We the said Franklin R. Sims & Sarah F. Sims 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 One Thousand-Four and 44/100 Dollars (\$ 1,004.44), with interest thereon payable in advance from date hereof at the rate of 12.00 % per annum; the principal of said note together with interest being due and payable in ( 30 )

thirty monthly installments as follows: (Monthly, Quarterly, Semiannual or Annual)

Beginning on November 30, 1977, and on the same day of each monthly period thereafter, the sum of Forty and 06/100 Dollars (\$ 40.06) 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 situate, lying and being on the north side of Scott Avenue near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as part Lot 4, property of Elford and Jessie N. Hallums, on a plat prepared by Dalton & Neves, July 1963, said plat being recorded in the RMC Office for Greenville County, South Carolina in Plat Book DDD, page 131, and having, according to said plat, the following metes and bounds, to-wit: Beginning at an iron pin on the north side of Scott Avenue, said iron pin being 408.6 feet east of the intersection of Scott Avenue and Staunton Bridge Road, and running thence N 18-45 E, 104.5 feet to an iron pin; thence S 71-20 E, 220.1 feet to an iron pin; thence S 18-34 W, 85.8 feet to an iron pin on the north side of Scott Avenue; thence with the curve of Scott Avenue (the chord of which is S 69-45 W) 30.1 feet to an iron pin; thence, continuing with the north side of Scott Avenue, N 71-15 W, 196.1 feet to the iron pin at the beginning corner.

This being the same piece of property which was conveyed to Franklin R. Sims and Sarah F. Sims by Robert C. Weaver, Sec. of Housing & Urban Dev., on May 16, 1968 and recorded in the Greenville County Clerk's Office on May 24, 1968 in Deed BookDDD, Page 131.

Mortgagee's Address: C&S National Bank P.O. Box 1449 Greenville, S.C. 29602

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