

1422

REAL ESTATE MORTGAGE

State of South Carolina,

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, I the said William F. Wyatt 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, hereinafter called Mortgagee in the full and just principal sum of Forty-Four Thousand and No/100 Dollars (\$44,000.00), with interest thereon payable in advance from date hereof at the rate of three percent (3%) over prime, adjustable monthly; said principal and interest to be paid in monthly installments on the first day of each month hereafter as follows:

installments as follows:
Beginning on March 1, 1978, and on the same day of each month period thereafter, the sum of Seven Hundred Thirty-Four and No/100 Dollars (\$734.00) to be applied to principal together with interest in advance at the rate of three percent (3%) above prime, adjusted monthly, until paid in full.

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 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 piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the Eastern side of Donaldson Road (old Augusta Road) at its intersection with Pine Crest Drive, and being known and designated as Lot #1, Unit 2, Pine Crest Farms, as shown on plat recorded in the RMC Office for Greenville County in Plat Book J, at page 47, and on revised plat in Plat Book M at page 3, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the N.E. corner of Donaldson Road and Pine Crest Drive and running thence along Pine Crest Drive S. 86-35 E. 209 feet to an iron pin; thence with the joint line of Lot 8 N. 0-38 W. 104.5 feet to an iron pin; thence with the joint line of Lot #2, N. 86-35 W. 209 feet to an iron pin on Donaldson Road (old Augusta Road); thence with said road S. 0-38 E. 104.5 feet to an iron pin at the point of beginning.

Description continued on attached sheet.

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