

State of South Carolina,

1422 on 302

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, I the said Arthur H. Harbin, Jr. hereinafter called Mortgagor, in and by that 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 Thirty-Five Thousand and 00/100 Dollars (\$35,000.00), with interest thereon payable in advance from date hereof at the rate of 9 % per annum; the principal of said note together with interest being due and payable in (28) quarterly installments as follows:

Beginning on May 1, 19 78, and on the same day of each quarterly period thereafter, the sum of Sixteen Hundred Ninety-Eight and 55/100 Dollars (\$ 1,698.55) and the balance of said principal sum due and payable on the 1st day of       , 19 85.

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 9 % 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 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, located on the New Buncombe Road (now known as Poinsett Highway), U. S. Highway No. 25 as shown on plat of Estate of R. N. Gallemore, made by Dalton & Neves, January, 1947, and recorded in the R.M.C. Office for Greenville County.**

BEGINNING at an iron pin on the Eastern side of Poinsett Highway, formerly known as New Buncombe Road, at the joint corner of the property of D. G. & W., Inc. and running thence South 0-49 East, 220 feet to an iron pin at corner of Henry Willimon property; thence with Willimon line, North 83-34 East, 140 feet to an iron pin on an alley; thence with said alley, North 5-25 West, 210 feet to an iron pin on D. G. & W., Inc. line; thence South 87-45 West, 122.3 feet to the point of beginning.

This being the same identical property conveyed to Mortgagor by Deed of D. H. Sher, et. al February 5, 1959 and recorded in Deed Book 617 at Page 129 in the R. M. C. Office of Greenville County, Greenville, South Carolina.

RECORDED IN DEED BOOK 617 PAGE 129

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