

P.O. Box 1329
Greenville SC 29602

BOOK 1432 PAGE 129

State of South Carolina

FILED
GREENVILLE CO. S. C.
MAY 16 4 04 PM '78
DORRIS S. TANKERSLEY
R.H.C.

COUNTY OF GREENVILLE

JAMES L. CAUBLE, JR. and BETTY J. CAUBLE

SEND GREETING:

WHEREAS, the said JAMES L. CAUBLE, JR. and BETTY J. CAUBLE

in and by certain promissory note in writing, of even date with these presents are well and truly indebted to SOUTHERN BANK AND TRUST COMPANY

in the full and just sum of Fourteen thousand eight hundred fifty dollars and no/100 (\$ 14,850.00) DOLLARS, to be paid at 306 E. North Street, in Greenville, S. C.,

Balance being payable in sixty (60) installments as follows:

Beginning on the 1st day of July, 1978, and on the 1st day of each month

of each year thereafter the sum of \$ 247.50, to be applied on the

interest and principal of said note, said payments to continue up to and including the 1st day of May, 1983, and the balance of said principal and interest to be due and payable on the 1st day of June

1983, the aforesaid monthly payments of \$ 247.50

monthly payments of \$ 247.50

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including (10%) per cent, of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That we, the said James L. Cauble, Jr. and Betty J. Cauble

, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Southern Bank and Trust Company according

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to James L. Cauble, Jr. and Betty J. Cauble

, the said Southern Bank and Trust Company in hand and truly paid by the said

at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Southern Bank and Trust Company, its successors and assigns:

ALL that piece, parcel or lot of land situate, lying and being on the southwestern side of Dove Tree Road near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 77 of a subdivision known as Dove Tree, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 4X at Page 21 and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Dove Tree Road at the joint front corner of Lot No. 77 and Lot No. 76 and running thence with the joint line of said lots S. 4-54 W., 160 feet to an iron pin; thence running S. 86-54 E., 130 feet to an iron pin at the joint rear corner of Lots Nos. 77 and 78; running thence with the joint line of said lots N. 3-06 E., 160 feet to an iron pin on the southwestern side of Dove Tree Road; running thence with the southwestern side of said road N. 86-54 W., 125 feet to an iron pin, point of beginning.

This mortgage is junior in lien to that certain mortgage given by W. N. Leslie, Inc. to First Federal Savings and Loan Association in the original principal amount of \$44,000.00, dated July 16, 1973, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Vol. 1284 at Page 749, which was assumed by the Mortgagors on November 30, 1973.

**including interest at the rate of 12.50% per annum in the amount of Three Thousand Eight Hundred Fifty and No/100ths (\$3,850.00) Dollars, which interest has been discounted and retained by the lender and incorporated in and made a part of the within indebtedness.

RECORD

4328 RV-2