

P.O. Box 1449
City 29602

FILED
GREENVILLE CO. S. C.

REAL ESTATE MORTGAGE

State of South Carolina,

County of GREENVILLE

BOOK 1436 PAGE 343

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JEAN CLAUDE BRICO AND PATRICIA S. BRICO

SEND GREETINGS:

WHEREAS, we the said Jean Claude Brico and Patricia S. Brico, 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 Sixty Two Thousand and No/100 Dollars (\$ 62,000.00), with interest thereon payable in advance from date hereof at the rate of 8 3/4 % per annum; the principal of said note together with interest being due and payable in (300) Number

Monthly

installments as follows:

Beginning on August 1, 1978, and on the same day of each monthly period thereafter, the sum of Five Hundred Ten and 26/100 Dollars (\$ 510.26) and the balance of said principal sum due and payable on the 1st day of July, ~~1978~~ 2003

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 8 3/4 % 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 in the State of South Carolina, County of Greenville, on the northeastern side of Valerie Drive and being known and designated as Lot No. 16 on plat of Liberty Park No. 2 recorded in the R.M.C. Office for Greenville County in Plat Book MM, Page 39, and, having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Valerie Drive at the corner of Lot No. 17 and running thence with the line of Lot No. 17 N. 52-58 E. 140 feet to a point on a branch; thence with the branch as the line, the traverse of which is S.38-44 E. 109.4 feet to a point at the corner of Lot No. 15; thence with the line of Lot No. 15, S. 52-17 W. 119 feet to an iron pin on Valerie Drive; thence with the northeast side of Valerie Drive N. 44-50 W. 30 feet to an iron pin; thence continuing with Valerie Drive N. 37-51 W. 80 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of John R. Nicolay and Anne M. Nicolay, dated June 27, 1978 and recorded June 27, 1978 in the R.M.C. Office for Greenville County, S. C. in Deed Book 1081 at Page 993.

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104-111-Real Estate Mortgage

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
24.80

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