

REAL ESTATE MORTGAGE

State of South Carolina

County of Greenville

GREENVILLE CO. S.C.  
 7/3 15 4 07 PM '83  
 DANIEL S. TAMPERLEY  
 R.M.C.

1441 PAGE 316

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said Michel J. Chapelle & Michele T. Chapelle, 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 Forty Nine Thousand and No/100 Dollars (\$ 49,000.00 ), 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 (Monthly, Quarterly, Semiannual or Annual) installments as follows:  
 Beginning on September 15, 19 78, and on the same day of each monthly period thereafter, the sum of Four Hundred Two and 85/100 Dollars (\$ 402.85 ) and the balance of said principal sum due and payable on the 15th day of August, 19 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 170 of a subdivision known as Coach Hills according to a plat thereof prepared by Piedmont Engineers, Architects and Planners dated September 26, 1974 and recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 85 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Olde Orchard Lane at the joint front corner of Lots 170 and 171 and running thence with the joint line of said lots, N 3-08 W 149.42 feet to an iron pin in the rear line of Lot No. 165; running thence with the rear lines of Lots 165 and 166, N 86-57 E. 103.99 feet to an iron pin at the joint rear corner of Lots 169 and 170; running thence with the joint line of said lots, S 5-27 E 148.17 feet to an iron pin on the northern side of Olde Orchard Lane, joint front corner of Lots 169 and 170; running thence with the northern side of Olde Orchard Lane, S 85-57 W 72.49 feet and S 86-53 W 37.49 feet to the point of beginning.

This is the same property conveyed to the mortgagor by Pierre A. Menendes et al by deed dated 8-15-78 and recorded 8-15-78 in the R.M.C. Office for Greenville County, S.C. in Deed Book 1085 at Page 304.

RECORDED  
 DEED BOOK 1085  
 PAGE 304  
 AUG 15 1978  
 R.M.C. OFFICE  
 GREENVILLE, S.C.

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