

REAL ESTATE MORTGAGE

State of South Carolina

County of GREENVILLE

FILED
NOV 5 1 38 PM '79
GREENVILLE CO. S. C.
WANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, WE the said Carl L. Espy, III and Nancy Maseng Espy hereinafter called Mortgagor, in and by our 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 Fifty one thousand and 00/100 Dollars (\$ 51,000.00), with interest thereon payable in advance from date hereof at the rate of 10 1/2 % per annum; the principal of said note together with interest being due and payable in (300)

monthly installments as follows: Beginning on December 1, 1979, and on the same day of each monthly period thereafter, the sum of Four hundred eighty one and 53/100 Dollars (\$ 481.53) and the balance of said principal sum due and payable on the first day of November, 2004

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 % 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 lying, being and situate on the northern side of Lanneau Drive in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot No. 25 on plat entitled "Estate of John T. Jenkinson Property", prepared by Dalton & Neves, dated July, 1932, revised October 6, 1932, said plat being recorded in the RMC Office for Greenville County in Plat Book H at page 208 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Lanneau Drive at the joint front corner of Lots Nos. 25 and 26 as shown on the aforementioned plat and thence running along and with the joint property line of said two lots, N. 31-22 E. 170.9 feet to an iron pin; thence S. 50-56 E. 70 feet to an iron pin at the joint rear corner of Lots Nos. 24 and 25, as shown on said plat; thence running along and with the joint property line of said last two-mentioned lots, S. 32-47 W. 164.3 feet to an iron pin on the northern side of Lanneau Drive; thence running along and with the northern side of Lanneau Drive, N. 56-33 W. 65 feet to the beginning point.

This is the same property conveyed to the mortgagors by deed of James B. Mayo, III dated November 1, 1979 and recorded in the RMC Office for Greenville County in Deed Book 114 at page 943.

The mortgagee's address is: PO Box 1449, Greenville, SC 29602

GCTC --- 1 NO 579 1362

4.0001

4328 RV-2

0115