

State of South Carolina

County of GREENVILLE

FILED  
CO. S. C.  
JAN 11 3 44 PM '80  
DONNIE S. TANNERSLEY  
R.M.C.

REAL ESTATE MORTGAGE

2007 1193 PAGE 50

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, I the said CLAUDE R. ROGERS, hereinafter called Mortgagor, in and by \_\_\_\_\_ 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 Seventy-Five Thousand and No/100 Dollars (\$ 75,000.00 ), with interest thereon payable in advance from date hereof at the rate of 16 1/2 % per annum; the principal of said note together with interest being due and payable in (1) One Number

Semi-annual installments as follows:  
(Monthly, Quarterly, Semiannual or Annual)

Beginning on July 9, 1980, and on the same day of ~~each~~ Seventy-Five Thousand and No/100 plus interest at rate of 16 1/2 % Dollars (\$ 75,000.00 ) period thereafter, the sum of 9th day of July, 1980.

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 in the County of Greenville, State of South Carolina, situate lying and being on the northwest side of State Park Road (S.C.Highway No. 253) and having the following metes and bounds according to a plat of C.O.Riddle, Reg. L.S., dated August 24, 1972, recorded in the RMC Office for Greenville County in Plat Book 4-T at Page 27, to-wit:

BEGINNING at a point on the northwest side of State Park Road, 214.6 feet, more or less, from Timber Lane and running thence N. 76-49 W. 43.35 feet; thence N. 80-57 W. 114.1 feet to an old iron pin in line of property now or formerly of Hollyvale Subdivision; thence along the line of property now or formerly of said Subdivision, N. 30-05 W. 786.3 feet to an iron pin; thence N. 16-12 W. 369.3 feet to an iron pin in line of property now or formerly of Mamie D. Maddox; thence along the line of said Maddox property, N. 78-31 E. 706.1 feet to an iron pin; thence S. 83-55 E. 122.5 feet to an old iron pin in line of property now or formerly of Paris Mountain Farms Subdivision; thence along the line of said Subdivision property, S. 05-04 W. 129.2 feet to an old iron pin; thence S. 04-32 W. 963.6 feet to an old iron pin on the northwest side of State Park Road; thence along the northwest side of State Park Road, S. 36-00 W. 126.1 feet to the point of beginning, containing 14.47 acres, more or less\* See below

\* LESS, HOWEVER, approximately one-half (1/2) acre tract previously conveyed to Charles B. Powell by T. Walter Brashier by deed recorded in Deed Book 981, at page 22, recorded August 2, 1973.

Derivation: T. Walter Brashier, Deed Book 1049, Page 676, recorded January 14, 1977.

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104-111-Real Estate Mortgage

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
JAN 11 1980

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