

State of South Carolina,

County of GREENVILLE

FILED REAL ESTATE MORTGAGE
GREENVILLE CO. S.C.

OCT 2 12 04 PM '80

DONNIE S. TANKERSLEY
R.M.C.

1018 747

TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. GUNN MURPHY, JR., hereinafter referred to as mortgagor, SEND GREETINGS:

WHEREAS, I the said J. GUNN MURPHY, JR., hereinafter called Mortgagor, in and by a 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 Ten Thousand and no/100 Dollars (\$ 10,000.00), with interest thereon payable in advance from date hereof at the rate of 13.25 % per annum; the principal of said note together with interest being due and payable in (36) monthly installments as follows:

[Monthly, Quarterly, Semiannual or Annual]

Beginning on the first day of November, 1980, and on the same day of each thirty (30) day period thereafter, the sum of Three Hundred Thirty-eight and 15/100 Dollars (\$ 338.15) and the balance of said principal sum due and payable on the first day of October, 1983.

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 n/a % 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 lot of land in Greenville County, South Carolina, known and designated as Lot Number Two Hundred Nineteen (219) as shown on a plat entitled Chanticleer, Section VII., made by Webb Surveying and Mapping Company, dated April, 1975, and recorded in the R. M. C. Office for Greenville County in Plat Book "5-D" at Page 74; and having, according to said plat, the following metes and bounds to wit:

BEGINNING at an iron pin on the East side of Lowood Lane at the joint front corner of Lots 218 and 219, and running thence N 52-17 E, 180.8 feet to an iron pin; thence S 41-42 E, 115.0 feet to an iron pin; thence S 40-26 W, 170.7 feet to an iron pin on the right of way of Lowood Lane; thence running along the right of way of Lowood Lane N 45-48W, 153.1 feet to an iron pin, the point of beginning.

This property is subject to legal easements affecting said property and easements shown on the said plat, and to restrictive covenants recorded in the R. M. C. Office for Greenville County in Vol. 1021, Page 578.

This lot is the same lot of land conveyed to J. Gunn Murphy, Jr. by deed of Chanticleer Real Estate Inc. dated the 2d day of October, 1980, and recorded in the Office of the R. M. C. in Deed Book 1134 at Page 702.

4328 RV-2