



FILED
 GREENVILLE CO. S. C.
 NOV 1 1 52 PM '80
 SORRELL TANKERSLEY
 R.M.C.

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE
 COUNTY OF SPARTANBURG
MORTGAGE OF REAL ESTATE

1523-183

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TO ALL WHOM THESE PRESENTS MAY CONCERN: PIEDMONT DEVELOPMENT CO., a partnership, by Steven C. Nigh and David E. Weaver, Partners, and Steven C. Nigh and Jean Ann Nigh, individually, and David E. Weaver and Linda U. Weaver, individually, SEND GREETING:

WHEREAS, the said PIEDMONT DEVELOPMENT CO., a partnership, by Steven C. Nigh and David E. Weaver, Partners, and Steven C. Nigh and Jean Ann Nigh, and David E. Weaver and Linda U. Weaver, hereinafter called Mortgagors, in and by its and our certain promissory note in writing, of even date with these presents, are well and truly indebted to SOUTH CAROLINA NATIONAL BANK, P. O. Drawer 969, Greenville, South Carolina 29602, hereinafter called the Mortgagee, in the full and just sum of THREE HUNDRED FORTY TWO THOUSAND, TWO HUNDRED TWELVE AND 72/100 DOLLARS (\$342,212.72), to be paid pursuant to the terms of the note of even date herewith, with interest thereon from date at the rate of twelve (12%) per cent per annum, to be computed and paid as set forth in the note of even date herewith until paid in full, all interest not paid when due to bear interest at the same rate as principal; and if any portion of the principal or interest be at any time past due and unpaid, then the whole amount evidenced by the said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceeding, then and in either of said cases, the Mortgagors promise to pay all costs and expenses including ten (10%) per cent of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That the said mortgagors, 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 and No/100 Dollars (\$3.00) to the said Mortgagors in hand well and truly paid by the said Mortgagee at and before the signing 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 SOUTH CAROLINA NATIONAL BANK, its successors and assigns forever



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