HAY 21 4 22 PH 171 STATE OF SOUTH CAROLINA

BOOK 1191 PAGE 605

Greenville COUNTY OF

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Charles Carter and Dixie Ann Carter

(hereinafter referred to as Mortgagor) is well and truly indebted un to

People's National Bank

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Twelve Thousand and no/100---------- Dollars (\$ 12,000.00 ) due and payable

 $\Gamma$  ; monthly. (See terms set forth below)

with interest thereon from date at the rate of 735 per centum per annum, to be paid: monthly

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WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

THE PROPERTY OF THE PROPERTY O

ALL those lots of land in the County of Greenville, State of South Carolina, on Alvin Drive being known as Lots 5 and one-half of lot 4, on a plat of the property of Otis Davis made by J. C. Hill, RLS, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book CCC, at page 121, and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the southerly side of Alvin Drive, joint front corner of Lots 5 and 6, and running thence N. 62-10 W. 120 feet to an iron pin; thence N. 17 E. 97.5 feet to an iron pin; thence S. 62-10 E. 120 feet to an iron pin on Alvin Drive; thence with Alvin Drive S. 17 W. 97.5 feet to beginning corner.

This is the same property conveyed to the mortgagors by Deeds recorded in the R. M. C. Office for Greenville County in Deed Book 723, at page 415 and in Deed Book 734, at page 351.

Lot No. 5 is subject to a mortgage given by Juanita Carter and Raymond Carter to Fidelity Federal Savings and Loan Association and recorded on May 24, 1963 in Mortgage Book 923, at page 289 in said R. M. C. Office.

## TERMS:

Payable monthly, beginning one month from the date hereof; and principal installments, each in the amount of Two Hundred Dollars (\$200.00), payable monthly, beginning one month from thedate hereof, until the principal with interest to accrue thereon is fully paid; provided, however, unless sooner paid, the entire indebtedness shall be due and payable five years from the date hereof.

The interest rate specified above shall be effective for six months from date hereof; thereafter, semi-annually on-March 31 and September 30 of each year, the interest rate shall be increased or decreased to correspond with the New York prime rate (as identified in the American Banker or equivalent publication) plus two percent (2%); Bank shall give Borrower written notice of each change in interest rate within ten days after such change in rate. The interest rate upon default shall be fixed at the rate in effect on the first day of default.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warright and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.