## FILED GREENVILLE.CO. S. C.

REAL ESTATE MORTGAGE

## State of South Carolina Dec 12 10 19 AH '73 BUNNIE S. TANKERSLEY R.H.C.

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

**SEND GREETINGS:** 

WHEREAS,I the saidRobert D. Garrett,
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 Two Hundred Sixty-Five Thousand & no/100 Dollars (\$265,000.00 ),
with interest thereon payable in advance from date hereof at the rate of 9 1/2 % per annum; the prin-
cipal of said note together with interest being due and payable in ( 120 ) one hundred twenty
Number installments as follows:
monthly installments as follows: [Monthly, Quarterly, Semi-annual or Annual]
Reginning on January 10, 1974, and on the same day of
each period thereafter, the sum of
Three Thousand, Four Hundred Twenty-Nine & no/100 Dollars (\$ 3429.00 )
and the balance of said principal sum due and payable on the 10 day of December , 19 83
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 9_1/2% 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 dept 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 <u>Greenville</u> , 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

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 those lots of land in Greenville County, South Carolina, known and designated as Lots 1, 2, 3 and a strip of Lot 4, fourteen (14) feet wide and two hundred (200) feet deep immediately adjoining Lot No. 3, on Plat of Flynn Estates, made by H. S. Brockman, RLS, July 3, 1953, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book W, at page 195, reference to said plat being craved for a fuller description.

