

MORTGAGE OF REAL ESTATE

State of South Carolina

COUNTY OF GREENVILLE

FILED GREENVILLE CO. S. C.

BOOK 1394 PAGE 231

APR 8 12 17 PM '77

DONNIE S. TANKERSLEY R.H.C.

To All Whom These Presents May Concern:

We, Lawrence James Carbaugh and Cheryl P. Carbaugh SEND GREETING:

WHEREAS, we the said Lawrence James Carbaugh and Cheryl P. Carbaugh in and by our certain promissory note in writing of even date with these Presents, are well and truly indebted unto the CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., in the full and just sum of Twenty Six Thousand and No/100 (\$ 26,000.00) Dollars, with interest from the date hereof at the rate of eight 3/4 per cent (8 3/4%) per annum, unpaid interest to bear interest at the same rate, to be repaid in installments of Two Hundred Twenty nine and 77/100 -

(\$ 229.77) Dollars due and payable on the 5th day of each and every calendar month hereafter until the full principal sum, with interest and all costs, insurance, and expenses incurred in connection with said loan, has been paid, said monthly payments to be applied first to the payment of interest, and then to payment of principal, costs, expenses and insurance, if any, incurred; and said note further providing that if at any time any portion of the principal or interest due hereunder shall be past due and unpaid for a period of sixty (60) days, or upon failure to comply with any of the by-laws of said Association, or with any of the stipulations of this mortgage, the whole amount due under said note, shall at the option of the holder become immediately due and payable, and said note further providing for a reasonable attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and collectible as a part thereof, if the same be placed with an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind.

KNOW ALL MEN BY THESE PRESENTS, That we the said Lawrence James Carbaugh and Cheryl P. Carbaugh, in consideration of the said debt and sums of money aforesaid, and for the better securing the payment thereof to the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., according to the terms of the said note, and also in consideration of the further sum of Three (\$3.00) Dollars to us the said mortgagor, in hand well and truly paid by the said mortgagee, at and before the sealing and delivery of these Presents (receipt of which is hereby acknowledged), have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., its successors and assigns:

That certain lot, parcel or tract of land, with all improvements now constructed thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, shown and designated as Lot No. TWENTY THREE (23), SECTION 1, on plat of Jenkins Estates South-west, recorded in the R. M. C. Office for Greenville County in Plat Book 4-M at page 197, and having such metes and bounds as shown on said plat, and being the same conveyed to J. & B. Builders & Developers, Inc., in Deed Book 983 page 325.

This is the same conveyed to Greer Lumber Co., Inc. by Bankers Trust of South Carolina by deed dated December 23, 1976 to be recorded herewith.

This is the same conveyed to us by Greer Lumber Co., Inc. by deed dated March 24, 1977 to be recorded in the R. M. C. Office for Greenville County.

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DOCUMENTARY STAMP TAX \$10.40

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