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GREENVILLE CO. S.

REAL ESTATE MORTGAGE

State of South Carolina, 10 4 1978

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said **William S. Cox and Anna Lee B. Cox** hereinafter called Mortgagor, in and by **our** 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 **Fifteen Thousand and no/100** Dollars (\$ **15,000.00**), with interest thereon payable in advance from date hereof at the rate of **\* 7.50% on \$8,500.00 and 9% on 6,500.00 for 90 Days** per annum; the principal of said note together with interest being due and payable in **90 Days**

Beginning on \_\_\_\_\_ 19 \_\_\_\_\_, and on the same day of each \_\_\_\_\_ period thereafter, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and the balance of said principal sum due and payable on the **5th** day of **July**, 19 **78**.

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 \_\_\_\_\_% 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 piece, parcel or lot of land, together with building and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, in Chick Springs Township, on the Southeastern corner of the intersection of Forestdale Drive and Edwards Road, being shown and designated as Lot No. 69 on a Plat of Forestdale Heights, made by R. K. Campbell, Engineer, dated December, 1956, and recorded in the RMC Office of Greenville County, South Carolina in Plat Book KK, Page 199, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the same property conveyed to the Grantor herein by deed of L. A. Moseley, Inc., recored in the RMC Office for Greenville County, 2/8/60, South Carolina in Deed Book 644, Page 163, and is hereby conveyed subject to rights of way, easements, conditions, public roads and other instruments of public record and actually existing on the ground affecting said property.

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