

Mortgage is made in consideration of certain Note bearing date of \_\_\_\_\_ S.C. REAL ESTATE MORTGAGE

State of South Carolina, \_\_\_\_\_

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Daniel S. & Donna J. Harris

SEND GREETINGS:

WHEREAS, we the said Daniel S. Harris and Donna J. Harris 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 Forty-Three Thousand and No/100 Dollars (\$ 43,000.00), with interest thereon payable in advance from date hereof at the rate of 18 % per annum; the principal of said note together with interest being due and payable in ( )

installments as follows:

Beginning on \_\_\_\_\_, 19\_\_\_\_, and on the same day of \_\_\_\_\_ period thereafter, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and the balance of said principal sum due and payable on the 15th day of January, 1981.

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 18 % 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 thereof. 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 Mortgagee, in satisfaction 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 situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 409 on plat entitled "Map 3, Section 2, Sugar Creek" as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-X at Page 2, reference to said plat being craved for a metes and bounds description thereof.

This is the same property conveyed to the Mortgagors herein by deed of M. G. Proffitt, Inc. dated October 24, 1980, recorded in Deed Book 1136 at Page 215.

This mortgage is second and junior in lien to that certain mortgage given by Daniel S. & Donna J. Harris to South Carolina National Bank in the original amount of \$80,000.00 recorded October 27, 1980, in Mortgage Book 1522 at Page 203.

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