

FILED GREENVILLE CO. S.C. REAL ESTATE MORTGAGE

Nov 17 4 03 PM '72

State of South Carolina

ELIZABETH NIDDLE R.M.G.

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

CARL C. PROSER and HELEN P. PROSER

SEND GREETINGS:

WHEREAS, we the said Carl C. Proser and Helen P. Proser hereinafter called Mortgagor, in and by 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 8 % per annum; the principal of said note together with interest being due and payable in (60) monthly installments as follows:

Beginning on January 1, 1973, and on the same day of each month, period thereafter, the sum of Three Hundred Four and 15/100 Dollars (\$ 304.15) and the balance of said principal sum due and payable on the 1st day of December, 1977.

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 8 % per annum, or if left blank, at the maximum legal rate in South Carolina, as reference being had to said note which more fully appears; 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 in the City of Greenville, County of Greenville, State of South Carolina, at the southeast corner of West Stone Avenue and Townes Street as shown on plat recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 1, Page 16, and more particularly described as follows:

BEGINNING at an iron pin at the southeast corner of West Stone Avenue and Townes Street and running thence with the eastern side of Townes Street, S 20 W 84.3 feet to a point; thence along a common driveway, S 70-30 E 74 feet to a point; thence N 5-30 E 99.6 feet to an iron pin in the southern side of West Stone Avenue; thence with the southern side of West Stone Avenue N 84-30 W 51 feet to the beginning.

TOGETHER WITH the right to use, in common with the adjoining land owners, the driveway, 20 feet in width, described as follows:

BEGINNING at a point on the eastern side of Townes Street at the corner of property of the mortgagors, which point is 84.3 feet S 20 W from an iron pin at the southeastern corner of West Stone Avenue and Townes Street and thence with the property of the mortgagors, S 70-30 E 74 feet to a point; thence S 5-30 W 20.8 feet to a point; thence N 70-30 W 78.3/4 feet, more or less, to a point on the eastern side of Townes Street; thence with the eastern side of Townes Street, N 20 E 20 feet to the beginning.