

REGULATION NO. 22
COMPLIED WITH

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GREENVILLE, CO. S. C.

JAN 17 4 48 PM '73

BOOK 1263 PAGE 571

REAL ESTATE MORTGAGE

State of South Carolina, S.C.

DONNIE S. TANKERSLEY

WYCHE, DUNCESS, FREEMAN & PARHAM, P.A.
P. O. BOX 10202

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SAM G. LOVELL AND JEANNE M. LOVELL

SEND GREETINGS:

WHEREAS, me the said Sam G. Lovell and Jeanne M. Lovell, 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 Twenty Seven Thousand Five Hundred Dollars (\$ 27,500.00), 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 (240) Two Hundred Forty Number

Monthly

(Monthly, ~~XXXXXX~~)

installments as follows:

Beginning on February 1, 1973, and on the same day of each monthly period thereafter, the sum of Two Hundred Thirty Dollars and 9/100 Dollars (\$ 230.09) and the balance of said principal sum due and payable on the 1 day of January, 1993.

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 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:

Sam G. Lovell and Jeanne M. Lovell, their heirs and assigns forever.

All that piece, parcel, or lot of land situate, lying and being on the southwestern side of Longview Terrace in the City of Greenville, County of Greenville, State of South Carolina and known and designated as Lot No. 29 of a subdivision known as Forest Heights, a plat of which is recorded in the RMC Office of Greenville County, South Carolina, in Plat Book P, at Page 71, said lot having such metes and bounds as shown thereon.

This conveyance is made subject to any and all restrictions, easements, rights-of-way, and other reservations of record, including the Restrictive Covenants applicable to Forest Heights subdivision, recorded in said office in Deed Book 297 at page 256.