FILED GREENVILLE CO. S. C.

800x 1297 PASE 580

R. Thomas Mowbray, Jr. and Alice M. Mowbray

SEND GREETING:

Whereas, we, the said R. Thomas Mowbray, Jr. and Alice M. Mowbray

hereinafter called the mortgagor(s) in and by OUT certain promissory note in writing, of even date with these presents, are well and truly indebted to Southern Bank and Trust Company

hereinafter called the mortgagee(s), in the full and just sum of Sixty-Three Thousand and No/100----

at 306 E. North St. in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of ten (10%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 14th day of January , 1974, and on the 14th day of each ..., to be applied on the interest of each year thereafter the sum of \$ 677.01 and principal of said note, said payments to continue up to and including the 14th day of November 19 88, and the balance of said principal and interest to be due and payable on the 14th day of December 19 88; the aforesaid monthly payments of \$ 677.01 each are to be applied first to (10 %) per centum per annum on the principal sum of \$ 63,000.00 interest at the rate of ten so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as herein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or convenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That we , the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us , the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Southern Bank and Trust Company, its successors and assigns, forever:

ALL that piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the southeast side of Wade Hampton Boulevard (also known as U. S. Highway No. 29) near the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 2 on plat of property of Irene B. Ducker, made by Dalton and Neves, Engineers, 1954, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book "HH", Page 132, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of Wade Hampton Boulevard at joint front corner of Lots 1 and 2, running thence along the line of Lot 1 S. 53-45 E. 327.2 feet to an iron pin; thence N. 42-52 E. 100 feet to an iron pin; thence with the line of Lot 3 N. 50-18 W. 325.7 feet to an iron pin on the southeast side of Wade Hampton Boulevard; thence along the southeast side of Wade Hampton Boulevard S. 42-52 W. 120 feet to the beginning corner.

This is the same property conveyed to the mortgagors herein by deed of Alvin A. McCall, Jr., dated March 30, 1972, recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 959, Page 513.