

REAL ESTATE MORTGAGE

P.O. Box 1052  
Spartanburg, S.C.

State of South Carolina, GREENVILLE CO. S.C.

County of GREENVILLE

FILED  
MAR 23 10 58 AM '78  
TOWN OF SPARTANBURG

TO ALL WHOM THESE PRESENTS MAY CONCERN:

W.A. AUSTIN, SR.

SEND GREETINGS:

WHEREAS, I the said W.A. Austin, Sr. hereinafter called Mortgagor, in and by his 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 Thirty Thousand and no/100 Dollars (\$ 30,000.00 ), with interest thereon payable in advance from date hereof at the rate of 10 % per annum; the principal of said note together with interest being due and payable in ( 48 ) equal monthly installments as follows:

Beginning on February 16, 1978, and on the same day of each monthly period thereafter, the sum of Seven Hundred Sixty and 88/100 Dollars (\$ 760.88 ) and the balance of said principal sum due and payable on the 16th day of January, 1982.

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 10 % 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 Spartanburg, 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 certain piece, parcel or tract of land, with improvements thereon, situate lying and being in the City and County of Greenville, State of South Carolina on the northeast side of Worley Road and shown on plat entitled "Topographic Survey, Merchants Cotton Warehouse Company" by Carolina Engineering and Surveying Co., recorded in the REC Office for Greenville County in Plat Book PPP at Page 197 having the following courses and distances, to-wit:

BEGINNING at a point in the center of Worley Road at the southernmost right-of-way line of the Atlanta and Charlotte Airline Railway Company; thence along the southern edge of said right-of-way, N. 62-49 E. 732.5 feet to an iron pin at the intersection of abandoned right-of-way line of the Southern Railway Company; thence with said abandoned right-of-way line the following courses and distances: S. 34-07 W. 151.3 feet; S. 25-00 W. 180.1 feet; S. 17-29 W. 202.5 feet to an iron pin; thence continuing with said abandoned right-of-way line in the edge of a ten foot utility easement strip, S. 9-58 W. 24 feet to an iron pin; thence along the property of the Nut & Bolt House, Inc., S. 87-43 W. 482 feet to a point in Worley Road; thence with the center of said road N.16-34 E. 201.26 feet to the place and point of beginning.

This being the identical tract of land conveyed to the mortgagor herein by deed of Atlanta & Charlotte Airline Railway Company dated May 3, 1967 and recorded in Deed Book 821, Page 180 and of Georgia Industrial Realty Co. dated May 1, 1967 and recorded in Deed Book 821, Page 177 less a certain 3 acre tract conveyed by mortgagor to Nut and Bolt House, Inc.

GCTO -----3 JA23 78 1302

3.0001

0640

4328 RV-23