

1429 00713

REAL ESTATE MORTGAGE

State of South Carolina,

County of GREENVILLE

GREENVILLE CO. S. C.
APR 24 3 29 PM '78
SCANNED BY TARRISLEY
R.H.C.

Please send to:
Donald L. Van Riper, Atty.
405 Pettigru St.
Greenville, South Carolina
29601

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, I the said Warren H. Van Riper hereinafter called Mortgagor, in and by my 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 00/100 Dollars (\$ 30,000.00), with interest thereon payable in advance from date hereof at the rate of 9 % per annum; the principal of said note together with interest being due and payable in (40) quarterly

installments as follows:

Beginning on July 16, 19 78, and on the same day of each quarterly period thereafter, the sum of Seven Hundred Fifty & no/100 plus accrued interest Dollars (\$ 750.00 + INT.) and the balance of said principal sum due and payable on the 16 day of April, 1978

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 9 % 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:

BEGINNING at a point on Paris Mountain Road, at the Southwestern corner of Parcel "A", and running thence N 39-15 W 200 feet to a point; thence N 50-40 E 115 feet along Parcel "C" to a point; thence by a new line through Parcel "A" S 39-15 E 200 feet to a point on the northern edge of Paris Mountain Road; thence with the edge of said Road S 50-40 W 115 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed from Jiffy Auto Wash, Inc. on April 18, 1966, recorded in the RMC Office for Greenville County on April 19, 1966 in Deed Book 796 at Page 444.

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