

GREENVILLE, S.C.

COBSON & COBSON, P. O. Box 428, Greenville, S. C.

BOOK 1445 PAGE 879

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

MORTGAGE OF REAL ESTATE

WHEREAS, GREENVILLE SURGICAL ASSOCIATES, P.A. is indebted in and by a certain note of even date herewith for the principal sum of ONE HUNDRED SIXTY THOUSAND and NO/100 (\$160,000.00) DOLLARS, bearing interest at the rate of NINE and ONE-HALF (9-1/2%) PERCENT from the date hereof until the date of the assignment of this note (which date shall be the date on which the purchase funds are transferred to the SOUTHERN BANK AND TRUST COMPANY by INTEGON LIFE INSURANCE CORPORATION, hereinafter called "INTEGON") to INTEGON, and thereafter at the rate of NINE and ONE-HALF (9-1/2%) PERCENT per annum until maturity, said note being payable to the order of SOUTHERN BANK AND TRUST COMPANY, a South Carolina corporation at its Greenville office, hereinafter called Lender, said principal and interest being payable as follows:

Accrued interest only on December 26, 1978, and quarterly thereafter on the first day of each succeeding month until the date of the aforesaid assignment of this note and the mortgage securing the same by the holder thereof to INTEGON, and again on the date of such assignment to INTEGON, and thereafter said principal and interest shall be payable to INTEGON in Three Hundred (300) monthly installments commencing on the first day of September, 1979, as follows:

- (1) Three Hundred (300) successive monthly installments of ONE THOUSAND THREE HUNDRED NINETY EIGHT and 67/100 (\$1,398.67) DOLLARS each to be applied first to interest on the unpaid principal sum and the balance to be applied on the principal sum remaining unpaid from time to time.
- (2) The last such installment shall be in the amount of the then remaining balance of the principal sum and interest.

Lender may collect a "late charge" not to exceed \$.06 for each dollar of each payment more than fifteen (15) days in arrears. The late charge will be charged to cover the extra expense of handling delinquent payments and not as interest.

AND, WHEREAS, the Mortgagors desire to secure the payment of said note with interest and any additional payments hereinafter agreed to be made, and to guarantee the performance of all the agreements and covenants hereinafter contained;

AND, WHEREAS, the Mortgagors further covenant that upon failure to pay any installment when due, the remaining unpaid balance shall at the option of the holder, bear interest at a rate designated by the holder, which shall not be in excess of the maximum rate legally chargeable, and the entire balance shall also immediately become due and payable, at the option of the holder, who may sue thereon and foreclose this mortgage. In case the 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 necessary by the holder thereof for the protection of its interest to place, and if the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then, in either of said cases the Mortgagors promise to pay all costs and expenses, including reasonable attorneys' fees, all of which shall be added to the Mortgage indebtedness, and payment thereof, secured hereby to the same extent as if it were a part of the original debt.

STATE OF SOUTH CAROLINA  
 DOCUMENTARY  
 STAMP TAX  
 FEB. 11 1978  
 \$ 64.00

4328 RV-2

COBSON & COBSON  
400 N. MAIN

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