

FILED
GREENVILLE CO. S. C.
APR 17 10 57 AM '79
S. TANKERSLEY
R.I.C.

REAL ESTATE MORTGAGE

VOL 1403 PAGE 391

State of South Carolina

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said Jackie Lee Cook and June C. Cook, hereinafter called Mortgagor, in and by our 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 Fifty three thousand and 00/100 Dollars (\$53,000.00), with interest thereon payable in advance from date hereof at the rate of 8 3/4 % per annum; the principal of said note together with interest being due and payable in (300) Number

monthly installments as follows:
(Monthly, Quarterly, Semiannual or Annual)

Beginning on May 12, 1979, and on the same day of each monthly period thereafter, the sum of Four hundred thirty five and 74/100 Dollars (\$435.74) and the balance of said principal sum due and payable on the 12th day of April, 192004.

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 3/4 % 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:

All that piece, parcel or lot of land situate, lying and being on the southerly side of Clingmore Court in Austin Township, Greenville County, South Carolina, being shown and designated as Lot No. 75 on a plat of Holly Tree Plantation Section III, made by Piedmont Engineers, Architects and Planners, dated October 11, 1978, recorded in the RMC Office for Greenville County, South Carolina, in plat book 6H at page 81, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southeastern side of Sagramore Court at the joint front corner of Lots 75 and 76 and running thence with the common line of said lots S. 13-14 W. 237.69 feet to an iron pin, joint rear corner of Lots 75 and 76; thence turning and running N. 88-32 W. 165.0 feet to an iron pin, joint rear corner of Lots 74 and 75; thence turning and running along the common line of said lots N. 6-41 E. 94.2 feet to an iron pin on the southeastern side of Clingmore Court, joint front corner of Lots 74 and 75; thence turning and running along the curve of Clingmore Court, an arc distance the chord of which is as follows: N. 63-17 E. 25.0 feet to an iron pin; thence N. 34-01 E. 25.0 feet to an iron pin; thence N. 1-25 E. 33.46 feet to an iron pin on the southeastern side of Clingmore Court; thence turning and running along the southeastern side of Clingmore Court N. 40-44 E. 110.0 feet to an iron pin at the southeastern intersection of Clingmore Court and Sagramore Court; thence turning and running along the southeastern line of Sagramore Court N. 77-52 E. 39.86 feet to an iron pin on the southeastern side of Sagramore Court; thence turning and running along the southeastern side of said court S. 65-00 E. 25.0 feet to an iron pin; thence continuing along the southeastern side of said court S. 71-03 E. 40.0 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Foothills Delta P., Inc. recorded April 17 in the RMC Office for Greenville County, S. C. in deed book 1100 at page 647.

GCTO -----2 AP17 79 542 3.0001

0391

4328 RV-2