

AFFIDAVIT FILED *File*

FILED GREENVILLE CO. S. C.

BOOK 1538 PAGE 763

65-002-03 (REV. 4/74) CONSTRUCTION LOAN APR 20 12 35 PM '81

DONNIE S. TANKERSLEY MORTGAGE OF REAL ESTATE R.M.C.

State of South Carolina

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, (We) Richard K. McIntyre hereinafter called the Mortgagor(s), in and by a certain promissory note in writing, of even date with these Presents is well and truly indebted to THE SOUTH CAROLINA NATIONAL BANK Greenville, S. C.

hereinafter called the Mortgagee, a national banking association, in the full and just sum of Nineteen thousand five hundred eighty four & 88/100 (\$ 19,584.88 ) Dollars, with interest from the date hereof at the rate of per centum ( ) per annum on the unpaid balance until paid. The said principal and interest shall be payable at the office of THE SOUTH CAROLINA NATIONAL BANK P. O. Box 969 in Greenville, South Carolina or at such other place as the holder hereof may designate in writing.

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 thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of 18.00 per centum per annum.

And if at any time any installment or portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if said note, after default, should be placed in the hands of an attorney for suit or collection, or if, at any time, 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 and mortgage in the hands of an attorney for any legal proceedings; then and in either of such cases the mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these 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 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 THE SOUTH CAROLINA NATIONAL BANK Greenville, S. C.

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 THE SOUTH CAROLINA NATIONAL BANK Greenville, S. C. at and before the signing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold

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