

REC-111 1447  
1079-39602

REAL ESTATE MORTGAGE

State of South Carolina

County of GREENVILLE

GRANTED  
FILED  
10 25 AM '82  
JON  
WALKERSLEY  
R.M.C.

1535 322

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, We the said Charles Robert Cox and Myrna K. Cox hereinafter called Mortgagor, in and by that 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 ~~One Hundred Nineteen Thousand and no/100~~ Dollars (\$ 119,000.00 ), with interest thereon payable ~~in advance~~ from date hereof at the rate of 13 % per annum; the principal of said note together with interest being due and payable in (1) installments as follows:

(Monthly, Quarterly, Semi-annual or Annual)  
Beginning on May 31, 1983, ~~and on the same day of~~ ~~each~~ ~~period thereafter~~, the sum of One Hundred Twenty Seven Thousand Nine Hundred Forty Two 897/100 Dollars (\$ 127,942.93 ) and the balance of said principal sum due and payable on the 31st day of May, 1983.

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 \_\_\_\_\_ % 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 in the State of South Carolina, County of Greenville, on the western side of Raven Road, being known and designated as Lot No. 49, as shown on Plat of Sheet No.4, Huntington, made by Piedmont Engineers & Architects, and recorded in the R. M. C. Office for Greenville County, in Plat Book WW, at Page 26, and having, according to said Plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Raven Road, at the joint front corner of Lots 49 and 50, and running thence with the common line of Lots 49, 50 and 51 S. 89-04 W. 483.75 feet to an iron pin; thence running N. 7-10 W. 220.45 feet to an iron pin at the joint rear corner of Lots 48 and 49; thence with the common line of said Lots N. 89-14 E. 379.67 feet to an iron pin on the western side of Raven Road; thence with the line of said Raven Road S. 18-29 E. 22.3 feet to an iron pin; thence continuing with line of said Road S. 32-21 E. 107.3 feet to an iron pin; thence still with line of said Raven Road S. 33-27 E. 124.8 feet to the point of beginning.

This conveyance is made subject to such easements, rights-of-way and restrictions of record or as appear on the premises.

This is the same property conveyed to the grantors herein by deed recorded in the R. M. C. Office for Greenville County, in Deed Book 852, at Page 520, Dwight S. Odom 184 + Charlotte B. Odom  
957

on Oct 5 1982  
104-111-Real Estate Mortgage

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4328 W.2