

FILED
GREENVILLE CO. S. C.
AUG 20 4 20 PM '73
DONNIE S. JAMES
State of South Carolina,
County of GREENVILLE

BOOK 1288 PAGE 349

REAL ESTATE MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, WE the said Benjamin R. Stephens and Dianne M. Stephens 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 Twenty-Six Thousand and No/100 Dollars (\$26,000.00), with interest thereon payable in advance from date hereof at the rate of 8 % per annum; the principal of said note together with interest being due and payable in (240) Two Hundred Forty Monthly installments as follows:
(Monthly, Quarterly, Semi-annual or Annual)
Beginning on September 1, 1973, and on the same day of each Monthly period thereafter, the sum of Two Hundred Seventeen and 50/100 Dollars (\$ 217.50) and the balance of said principal sum due and payable on the 1st day of August, 1993.

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 % 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 certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the northwesterly side of Ellesmere Drive, near the City of Greenville, S. C., and being designated as Lot No. 243 on plat entitled "Del Norte Estates, Section II" as recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book 4N, pages 12 and 13 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Ellesmere Drive, joint front corner of Lots 247 and 248 and running thence along the common line of said Lots N. 46-30 W. 127 feet to an iron pin in the rear line of Lot 241; thence along the rear line of Lots 241 and 240 S. 43-30 W. 100 feet to an iron pin, joint rear corner of Lots 248 and 249; thence along the common line of said Lots S. 46-30 E. 127 feet to an iron pin on Ellesmere Drive; thence along said Drive N. 43-30 E. 100 feet to an iron pin, the point of beginning.

10.40

104-111-Real Estate Mortgage



4328 (W-3)