

FILED
GREENVILLE CO. S. C.

REAL ESTATE MORTGAGE

State of South Carolina,

BOOK 1301 PAGE 223

County of GREENVILLE

FEB 5 12 25 PM '74
DONNIE S. JAMESLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JACQUES A. PINEAU and ROSELYNE R. M. PINEAU

SEND GREETINGS:

WHEREAS, we the said Jacques A. Pineau and Roselyne R. M. Pineau 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 Forty-One Thousand and no/100 Dollars (\$ 41,000.00), 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 (300) Three Hundred Number monthly installments as follows:

Beginning on March 1, 1974, and on the same day of each monthly period thereafter, the sum of Three Hundred Sixteen and 50/100 Dollars (\$ 316.50) and the balance of said principal sum due and payable on the 1st day of February, 1999.

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 certain piece, parcel or lot of land, with buildings and improvements thereon, lying and being on the northerly side of East Woodburn Drive near the City of Greenville, S. C., being known and designated as Lot No. 49 on a plat entitled "SEVEN OAKS", as recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book 4R, at Page 6, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of East Woodburn Drive, said iron pin being at the joint front corners of Lots Nos. 49 and 50, and running thence with the common line of said lots N. 9-23 W. 159.1 feet to a iron pin at the joint rear corners of Lots Nos. 49 and 50; thence N. 58-42 E. 55 feet to an iron pin, the joint rear corners of Lots Nos. 48 and 49; thence with the common line of said Lots S. 31-19 E. 157.9 feet to an iron pin on the northerly side of East Woodburn Drive; thence with the northerly side of East Woodburn Drive S. 61-11 W. 57.5 feet to an iron pin; thence S. 66-35 W. 57.5 feet to an iron pin, the point of beginning.



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