

APR 1 5 20 1978

The State of South Carolina

COUNTY OF ANDERSON

To All Whom These Presents May Concern:

Rudy F. Rhodes

(hereinafter referred to as Mortgagor) _____ SEND GREETING

Whereas, the said Mortgagor is well and truly indebted unto Capital Bank and Trust(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note in writing, of even date with these presents, in the full and just sum of Eight Thousand Five Hundred & NO/100 (\$8,500.00)

Dollars together ~~with~~ with interest at the rate of nine (9%) percent per annum, said amount is to be paid in one hundred twenty (120) monthly installments of One Hundred Ninety-Seven & 66/100 (\$197.66) Dollars each until paid in full, the first installment to be paid on the first day of April, 1978, and subsequent installments on the first day of each month thereafter until the principal sum with interest has been paid in full. Said monthly installments shall be applied first to the payment of interest, computed and paid monthly on the unpaid principal balance, ~~with interest at the rate of nine (9%) percent per annum, to be computed and paid~~ and then to the payment of principal.

at the rate of _____ per cent. per annum, to be computed and paid _____

_____ until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; said note further providing for a reasonable attorney's fee _____ besides all costs and expense of collection, to be added to the amount due on the said note and to be collectible as a part thereof; if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage), as in and by the said note, reference being thereunto had, will more fully appear.

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 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 signing 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, and Mortgagee's Heirs, or Successors, and Assigns forever

ALL that piece, parcel or lot of land, situate, lying and being in Oaklawn Township, County of Greenville, State of South Carolina, located on the west side of Highway 20 (formerly U. S. Highway 29) and known and designated as Lot Nos. 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of the T. D. Bennett Subdivision as shown by a plat made by G. Sam Lowe, Registered C. E., August 24, 1948, and recorded in the Greenville R.M.C. Office in Plat Book S at Page 143 and according to said plat, more particularly described in the aggregate as follows: BEGINNING at a stake on the western side of Highway 20, at the joint front corners of Lots Nos. 4 and 5, thence with the western side of said highway N 4° 05' W 325 feet to a corner which is the joint front corners of Lots Nos. 17 and 18; thence S 85° 45' W with the joint line of Lots Nos. 17 and 18 203.5 feet to a joint rear corner of Lots Nos. 17 and 18; thence S 4° 20' E 325 feet to the joint rear corner of Lots Nos. 4 and 5; thence N 85° 45' E 200.9 feet to the beginning corner.

(Continued)

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