

State of South Carolina,

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, I the said William C. Rush hereinafter called Mortgagor, in and by my 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 Eight Thousand Three Hundred and No/100 Dollars (\$8,300.00), with interest thereon payable in advance from date hereof at the rate of 9% per annum; the principal of said note together with interest being due and payable in (1) one installment due ninety (90) days from date as follows:

Beginning on November 26, 1978, add by the date/day of each month, the sum of Eight Thousand Three Hundred and No/100 Dollars (\$8,300.00) and the balance of said principal sum due and payable on the 26th day of November, 1978.

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 9% 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 lying, being and situate in the County of Greenville, State of South Carolina, being shown and designated as Lot 107, on a plat of Section IV, Devenger Place Subdivision, and being more particularly described in accordance with said plat, to-wit:

BEGINNING at a point in the edge of Windward Way, said point being the joint front corner of Lots 107 and 108, and running thence along the edge of Windward Way S. 45-03 W. 40 feet to a point; thence S. 45-10 W. 62 feet to a point; thence N. 86-07 W. 31.7 feet to a point; thence along the edge of Bloomfield Lane N. 35-25 W. 75 feet to a point; thence N. 29-56 E. 160.4 feet to a point; thence along the joint property line of Lot 108 S. 36-55 E. 138.9 feet to the point of beginning.

This being the same property conveyed to the Mortgagor by deed of Devenger Road Land Co., a Partnership, dated Aug 28 1978 and recorded on Aug 30 1978 in the RMC Office for Greenville County in Deed Book 1086, at Page 450.

3.00

GCTO 3-AUG 30 1978

3.00 C1

111-Real Estate Mortgage

STATE OF SOUTH CAROLINA DOCUMENTARY STAMP TAX AUG 30 1978 03.32 P.B. 11218

4328 RV-2

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