

REAL ESTATE MORTGAGE (Second)

FILED
F.C.C. S.C.
3 11 2 1987
State of South Carolina,
County of GREENVILLE
JUNIOR R.H.C.

Citizens & Southern National Bank of S.C.
Post Office Box 1052
Spartanburg, South Carolina 29304

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said Jacqueline Perzak, n/k/a Jacqueline Hoverath and August Hoverath, 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 Twenty Thousand and no/100 Dollars (\$ 20,000.00),

as evidenced by that certain promissory note of the undersigned bearing even date herewith made payable to and delivered to Mortgagee, and the undersigned has agreed to pay the same with interest thereon according to the terms and conditions of said promissory note, which promissory note is specifically incorporated herein by reference and which promissory note provides for payments thereof in installments, the last of which is due on January 4, 1987.

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 14 % 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 Spartanburg, 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 lot of land situate on the western side of Camelot Drive in the County of Greenville, State of South Carolina, being shown as Lot No. 5, on plat of Woodall Subdivision, dated January 8, 1976, prepared by C. O. Riddle, Surveyor, recorded in Plat Book 5-P at page 12 in the RMC Office for Greenville County, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the western side of Camelot Drive at the joint front corner of Lot 5 and Lot 6 and running thence with Lot 6 S. 74-29 W. 183.9 feet to an iron pin at the joint rear corner of Lot 5 and 6; thence N. 24-49 W. 42.4 feet to an iron pin; thence N. 6-41 E. 69.2 feet to an iron pin at the joint rear corner of Lot 4 and Lot 5; thence with Lot 4 N.81-18 E. 171.1 feet to an iron pin on the western side of Camelot Drive; thence with said drive S. 12-01 E.85.8 feet to the point of beginning.

This being the same property conveyed to Mortgagor by deed of Theodore F. Perzak dated June 30, 1978 recorded in Deed Book 1082, Page 400 RMC Office for Greenville County.

1-04-111-Real Estate Mortgage
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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
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STAMP TAX
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