

MORTGAGE

THIS MORTGAGE is made this 13th day of May, 1975, between the Mortgagor, Harold F. Gallivan, III & Fielding C. Gallivan (herein "Borrower"), and the Mortgagee, The South Carolina National Bank, a corporation organized and existing under the laws of the United States of America, whose address is P. O. Box 168, Columbia, S. C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Two Thousand and No/100----- Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2005

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the eastern side of Galax Court, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot 26 as shown on plat of Green Valley Estates, prepared by Piedmont Engineering Service, dated December 20, 1957, recorded in the RMC Office for Greenville, S. C. in Plat Book QQ, Pages 2 and 3, and also being shown on plat made by Campbell & Clarkson Surveyors, Inc. dated May 1, 1975, entitled Plat of Property of Harold F. Gallivan, III and Fielding C. Gallivan, recorded in the RMC Office for Greenville, S. C. in Plat Book SM, Page 9, reference is hereby made to said plat for a more complete description of said lot.

This is the same property conveyed to the Mortgagors by deed of Liberty Properties Corporation of South Carolina, dated April 9, 1973, recorded in the RMC Office for Greenville, S. C. in Deed Book 972, Page 484.



To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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