AN 2 4 33 FF TH

MORTGAGE

THIS MORTGAGE is made this 1st day of June

19.77, between the Mortgagor, Vickie M. McClelland and Brian H. McClelland

(herein "Borrower"), and the Mortgagee, Bankers Trust

of South Carolina a corporation organized and existing

under the laws of South Carolina whose address is c/o Aiken-Speir,

Inc., P.O. Box 391, Florence, South Carolina 29501 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of ... Forty. Thousand. Eight. Hundred ... and No/100 (\$40,800.00) ------------ Dollars, which indebtedness is evidenced by Borrower's note dated. June 1, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ... July 1, 2007

ALL that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, and lying and being on the Western side of Randy Drive and being known and designated as Lot No. 32 of Edwards Forest Subdivision, Section 2, according to a plat recorded in the RMC Office for Greenville County in Plat Book RR at Page 20 and having, according to a more recent survey entitled "Property of Vickie M. McClelland" by Freeland & Associates dated May 31, 1977, the following metes and bounds, to-wit:

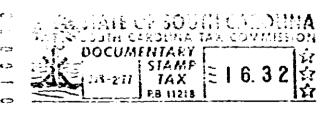
BEGINNING at an iron pin on the Western edge of Randy Drive with the joint front corner of Lots 32 and 31 and running thence with a line of Lot 31, S. 67-28 W. 200 ft. to an iron pin; thence N. 22-32 W. 100 ft. to an iron pin at the rear corner of Lot 33; thence with the line of Lot 33 N. 67-28 E. 200 ft. to an iron pin on the Western side of Randy Drive; thence with the Western side of Randy Drive; thence with the Western side of Randy Drive S. 22-32 E. 200 ft. to an iron pin, the point of beginning.

And it is agreed between the parties hereto that in the event the property embraced by this mortgage is sold or otherwise conveyed by the Mortgagor prior to the time that the lien created hereby is fully satisfied, or if the title to such property shall become vested in any other person or entity in any manner whatsoever other than because of the death of the Mortgagor, then and in such event, the remaining principal balance secured by this mortgage, together with all accrued interest, shall at once become due and payable, at the option of the legal holder hereof.

It is further agreed that if Brian H. McClelland shall cease to be an employee of Bankers Trust of South Carolina or a subsidiary, for any reason other than death, then, and in such event, the remaining principal balance secured by this mortgage, together with all accrued interest, shall at once become due and payable, at the option of the legal holder hereof.

This being the same property as conveyed to the Mortgagor by deed of James W. Schempp and Jane R. Schempp and being recorded in the R.M.C. Office for Greenville County.

[State and Zip Code]



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 if 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 declarations, casements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

SOUTH CAROLINA -- 1 to 4 Family -- 6 75 - FRMA FRIEND UNIFORM INSTRUMENT

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