First National Bank of S. C. P. O. Box 2568 Greenville, S. C.

1425 4159

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE

1425 159 12:29 1 26084

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Harold E. McElhenney, Trev A. Neuburger, and Ralph G. Mitchell (hereinafter jointly referred to as the Mortgagor),

SENDS GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto First National Bank of South Carolina (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith the terms of which are incorporated herein, by reference in the sum of Two Hundred Two Thousand (\$202,000.00) Dollars, with interest thereon from date until March 1, 1978 at the rate of 10% per annum, thereafter at a rate of 9½% per annum until paid in full. The entire outstanding principal balance and all accrued and unpaid interest at the rate of 93% per annum shall be due and payable in equal monthly installments of One Thousand Seven Hundred Sixty-Five and 82/100 (\$1,765.82) Dollars each beginning May 1, 1978, and on the first day of each month thereafter until the first day of April, 1998, when the balance of principal then remaining with interest shall be due and payable. Each installment is to be applied first to the payment of interest

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

POR REM TO THIS ASSIGNMENT SEE HOCK 1109-PAGE 117

hereby assigns, transfers, and sets over to Shenandoah Life Insurance Company, or order, the within mortgage between the three individuals, Harold E. McElhenney, Trev A. Neuburger, and Ralph G. Mitchell, to First National Bank of South Carolina recorded in the RMC Office of Greenville County in Mortgage Book 1409 at Page 117, and the note which the same secures without procurse, this 7th day of March 1978. First National Bank of South Carolina Bank of South South South South South South Carolina Bank of South S

the date of each such payment at six per cent (6%) per annum. All sums so expended by Mortgagee, and the interest thereon shall be added to and secured by the lien of this instrument.

Assignment RECORDED MAR 7 1978 At 12:29 P.M.

That it will promptly and fully keep, perform and comply with all the terms, provisions, covenants and conditions imposed upon Mortgagor under any assignment of any lease or leases of the premises executed by Mortgagor, as assignor, and given to Mortgagee, or assignee, as additional security for the payment of indebtedness secured hereby and any other agreement given by Mortgagor to Mortgagee as additional security for the payment of such indebtedness. In the event Mortgagor suffers or permits to occur any breach or default, under the provisions of any such assignment of lease or leases of the premises or any other agreement given as additional security and such default shall continue for ten (10) days, such breach or default shall constitute a default under the Mortgage and at the option of Mortgagee, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall become due and payable as in the case of other defaults.

19. Mortgagor agrees that the within mortgage shall not be assumed by a subsequent purchaser and/or secondary borrower without the express written consent and advance approval of mortgagee.

20. The terms of the Construction Loan Agreement

4328 RV-21

A CONTRACTOR