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GREENVILLE CO. S. C.

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DONNIE S. TANNERSLEY  
R.M.C.

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STATE OF SOUTH CAROLINA )

ASSIGNMENT OF MORTGAGE

COUNTY OF GREENVILLE )

WHEREAS, ROBERT L. SMITH, hereinafter referred to as "Owner" is the present owner of that certain note of Perry Clark, dated January 11, 1978, in the original amount of One Hundred Nineteen Thousand Four Hundred Sixty One and 25/100 (\$119,461.25) Dollars, which note is secured by a certified real estate mortgage dated January 11, 1978, and recorded in the Office of the RMC for Greenville County and filed in Volume 1421 at page 218. Said mortgage is the first lien of property designated as all that piece, parcel or lot of land in Greenville County, State of South Carolina (a small portion being in Laurens County) being shown and designated as a 145.67 acre tract on a plat of property of Robert L. Smith, prepared by C. O. Riddle, dated March 1976 and having metes and bounds as shown on said plat. Said note and mortgage shall be referred to as Clark note and real estate mortgage for convenience.

WHEREAS, Bankers Trust of South Carolina, a South Carolina Banking Association, doing business in the County of Greenville, State of South Carolina, hereinafter referred to as "Bankers", is about to make a loan to the owner, in the amount of Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars to be evidenced by a promissory note secured by a first mortgage to be executed by the owner, which shall be referred to as the \$250,000.00 note and mortgage for convenience.)

WHEREAS, Bankers as a condition to making said mortgage loan has required as additional security for said loan a conditional assignment of owner's interest in the above described Clark note and real estate mortgage.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing and of the sum of One (\$1.00) Dollar, paid by Bankers to Owner the receipt whereof is hereby acknowledged by owner, the said owner hereby assigns, transfers and sets over unto Bankers the said Clark note and real estate mortgage as additional security; and for consideration of aforesaid, the owner hereby covenants and agrees to and with Bankers that it will not, without the written consent of Bankers:

(a) Cancel said Clark note and real estate mortgage or accept a surrender thereof unless the owner is paid in full for the entire debt simultaneously with said cancellation and surrender.

(b) Modify the said Clark note and real estate mortgage, either orally or in writing, so as to decrease the indebtedness or diminish the obligation of

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