

FILED  
GREENVILLE CO. S. C.

MORTGAGE

THIS MORTGAGE is made this 28th day of March 1979, between the Mortgagor, Marion W. Beacham, Jr. and Penelope P. Beacham, Bankers Trust of South Carolina, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 608, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-Three Thousand Seven Hundred Fifty and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated March 28, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2009.

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 lot of land with buildings and improvements thereon, situate, lying and being on the south side of E. Tallulah Drive in the City of Greenville, in Greenville County, State of South Carolina, being shown as rear portions of Lots No. 35 and 36 on plat of Property of D. T. Smith made by C. M. Furman, Jr., Engineers, dated March 5, 1923, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book F at Page 108 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of E. Tallulah Drive in line of Lot No. 35, said pin being 100 feet west from the southwest corner of intersection of E. Tallulah Drive and Ioka Street and running thence with the south side of Tallulah Drive S. 64-20 W. 100 feet to an iron pin at the corner of Lot No. 33; thence along line of Lot No. 33 S. 25-40 E. 200 feet to an iron pin at the rear corner of Lot No. 37; thence along the line of Lot No. 37 N. 64-20 E. 100 feet to an iron pin; thence running through Lots Nos. 36 and 35 N. 25-40 W. 200 feet to an iron pin on the south side of Tallulah Drive, the beginning corner.

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 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.

Continued on rider attached hereto

DOCUMENTARY  
TAX  
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which has the address of 142 E. Tallulah Drive, Greenville, South Carolina (herein "Property Address");

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

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