

FILED
GREENVILLE CO. S. C.

AUG 26 2 28 PM '81

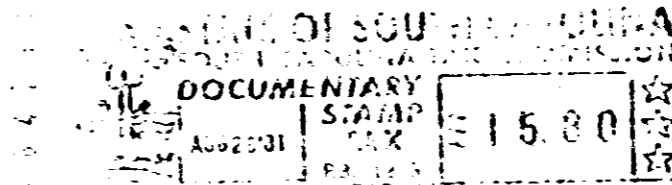
DONNIE S. TANKERSLEY
R.M.C.

50-161 (Rev. 2/75)

MORTGAGE OF REAL ESTATE

State of South Carolina

County of Greenville



TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I (We) Melvin E. Smith and Gail F. Smith

hereinafter called the Mortgagor(s), in and by a certain promissory note in writing, of even date with these presents is (are) well and truly indebted to The South Carolina National Bank, Greenville,

South Carolina hereinafter called the Mortgagee, a national banking association, in the full and just sum of Thirty Nine Thousand Four Hundred Forty Five and 20/100ths (\$ 39,445.20.) Dollars, to be paid as follows:

equal monthly payments of Three Hundred Twenty Eight and 71/100ths (\$ 328.71) beginning October 20, 1981 and continuing on the same date of each succeeding month thereafter until the full amount is paid. With interest at the rate of 18 1/2% ~~18 1/2%~~ Eighteen and 1/2% per cent per annum from maturity. All unpaid interest to be added to and become a part of the principal and to bear interest at the same rate as the principal.

The said Note, shall, at the option of the holder, become immediately due and payable, without demand or notice, if the holder in good faith deems itself insecure or upon the failure to make any payment of principal or interest called for therein when due, or upon the occurrence as to any maker, endorser or guarantor of any of the following events: death, dissolution, termination of existence, insolvency, business failure or assignment for the benefit of creditors of or by any such party; the filing of a petition under the provision of the Bankruptcy Act or other insolvency laws by or against any such party; or the filing of a petition for the appointment of a receiver for any part of the property of any such party; or if default be made in respect to any condition, agreement or covenant contained herein. It is further agreed that reasonable attorney's fee, and all other costs and expenses incurred in the collection of said note and this mortgage, shall be added to the amount due thereon and be collectible as a part thereof and that after maturity, either as originally provided or as accelerated under the terms hereof, all sums due hereunder shall bear interest at the rate of 18 1/2% ~~18 1/2%~~ Eighteen (18 1/2%) per cent per annum.

NOW, KNOW ALL MEN, That the said mortgagor, in consideration of the said debt and sum of money afore-said, and for the better securing the payment thereof to the said THE SOUTH CAROLINA NATIONAL BANK Greenville, South Carolina according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to the said mortgagor in hand well and truly paid by the said THE SOUTH CAROLINA NATIONAL BANK Greenville, South Carolina, at and before the signing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold

GCTO
-----3
AUG 26 81

342

4.0001

4328 RV-2