

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE, S.C.
MORTGAGE
(Individual)
JAN 13 3 42 PM '83
R.M.C. OFFICE

WHEREAS, Gary B. Peek (hereinafter called the mortgagor), in and by his certain note of even date, stands firmly held and bound unto Bayne Development Company, Inc.

(hereinafter called the mortgagee) for the payment of the full and just sum of Eight Thousand Two Hundred and no/100 (\$ 8,200.00) Dollars, payable in one payment , with the entire balance, if not sooner paid, being due March 16 19 84 , with interest, as in and by the note, reference being had thereto, will more fully appear.

NOW, KNOW ALL MEN BY THESE PRESENTS: That the mortgagor, for and in consideration of the debt or sum of money aforesaid, and to better secure its payment to the mortgagee according to the condition of the note, and also in consideration of the further sum of THREE (\$3.00) DOLLARS to the mortgagor in hand well and truly paid by the mortgagee at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the mortgagee, its/his successors, heirs and assigns, the real property described as follows:

All those certain pieces, parcels or lots of land, situate, lying and being in the County of Greenville, State of South Carolina, being shown as Lots Nos. 74, 75, 77, 78 and 79 on a plat entitled "Section I, Country Estates", said plat being recorded in the RMC Office for Greenville County, S.C., in Plat Book 10-A, at page 53. Reference to said plat is hereby craved for a more complete metes and bounds description of said lots.

ALSO: All that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, being shown as Lots No. 130 on a plat entitled "Section II, Country Estates", said plat being recorded in the RMC Office for Greenville County, S.C., in Plat Book 10-A, at page 54. Reference to said plat is hereby craved for a more complete metes and bounds description of said lots.

This being the same property conveyed to the mortgagor herein by deeds of the mortgagee herein, said deeds to be recorded herewith.

The above-referenced Lots Nos. 74, 75 and 77 are subject to a first mortgage to The Palmetto Bank. The above-referenced Lots Nos. 78 and 79 are subject to a first mortgage to Community Bank. This is a first mortgage on the above-referenced Lot No. 130.

STATE OF SOUTH CAROLINA
RECORDS & CLERK
STAMP 3 28

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the premises unto the mortgagee, its/his successors, heirs and assigns forever.

AND the mortgagor does hereby bind himself and his heirs and successors to warrant and forever defend all and singular the premises unto the mortgagee, its/his successors, heirs and assigns, from and against himself and his heirs and successors, lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the parties that the mortgagor, his heirs and successors and assigns, shall keep any building erected on the premises insured against loss and damage by fire for the benefit of the mortgagee, for an amount not less than the sum shown above, with such company as shall be approved by the mortgagee, its his successors, heirs and assigns, and shall deliver the policy to the mortgagee; and in default thereof, the mortgagee, its/his successors, heirs or assigns may effect such insurance and reimburse themselves under this mortgage for the expense thereof, together with interest thereon at the rate provided in the note from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the mortgagee, its/his successors, heirs and assigns, shall be entitled to receive from the aggregate of the insurance monies to be paid a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the parties, that if the mortgagor, his heirs and successors or assigns, shall fail to pay all taxes and assessments upon the premise when they shall first become payable, then the mortgagee, its/his successors, heirs or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sum so paid, with interest thereon at the rate provided in the note from the date of such payment.

AND IT IS AGREED, by and between the parties that upon any default being made in the payment of the note or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, or failure to pay any other indebtedness which constitutes a lien upon the real property when the same shall severally become payable, then the entire amount of the debt secured or intended to be secured hereby shall become due, at the option of the mortgagee, its his successors, heirs or assigns, although the period for the payment thereof may not then have expired.