

RECORDED
K.M.C. STANLEY

MORTGAGE

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THIS MORTGAGE is made this 6th day of FEBRUARY 1984, between the Mortgagor, STEVEN J. DAUBER and SUSAN T. DAUBER (herein "Borrower"), and the Mortgagee, BANKERS TRUST OF SOUTH CAROLINA, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is P. O. Box 1428 COLUMBIA, S. C. 29202 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY-FIVE THOUSAND AND NO/100 (\$65,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 6, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MARCH 1, 2004.

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 piece, parcel or lot of land, with improvements thereon, situate, lying and being on the Northern side of the cul-de-sac of Meaway Court, in Austin Township, Greenville County, S. C., being shown and designated as LOT NO. 88 on a plat of HOLLY TREE PLANTATION, PHASE I, made by Enwright Associates, Engineers, dated May 28, 1973, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 4-X, Pages 32 through 37 inclusive, and more recent survey entitled "Property of Steven J. and Susan T. Dauber," prepared by Carolina Surveying Company and recorded in the RMC Office for Greenville County in Plat Book 10-H at Page 39, and reference is made to said plats for a more particular metes and bounds description.

The above property is hereby conveyed subject to rights-of-way, easements, setback lines, drainage easements and sewer easements as shown on the aforementioned recorded plats and to the Declaration of Covenants and Restrictions applicable to Holly Tree Plantation, as recorded in the RMC Office for Greenville County in Deed Book 977, at Page 583.

This being the same property conveyed to the mortgagors herein by deed of Stanley P. Kellett and Kathryn A. Kellett, as recorded in the RMC Office for Greenville County on April 18, 1983 in Deed Book 1186, at Page 522.

In the event that Susan T. Dauber shall cease to be an employee of Bankers Trust of South Carolina, or of its subsidiary, for any reason other than death, disability or retirement, then, as of the first day of the first month following the month in which such employment ceased, the interest rate payable on the remaining unpaid principal balance of this note shall be adjusted to THIRTEEN (13%) percent per annum and shall remain at that rate until the debt evidenced by this Note is paid in full.

which has the address of 102 MEAWAY COURT SIMPSONVILLE,
(Street) (City)
S.C. 29681 (herein "Property Address");
(State and Zip Code)

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.