

LEATHERWOOD, WALKER, TODD & MANN

BOOK 1450 PAGE 866 67 FEB 689

# MORTGAGE

THIS MORTGAGE is made this 20 day of November 1978 between the Mortgagor, R. DANIEL CAPELL (herein "Borrower"), and the Mortgagee, BANKERS TRUST OF SOUTH CAROLINA, a corporation organized and existing under the laws of South Carolina, whose address is c/o Aiken-Spear, Inc., P. O. Box 391, Florence, South Carolina 29503 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Two Thousand Four Hundred and 00/100 (\$32,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 20, 1978 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on December, 1998 because of the 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.

It is further agreed that if R. Daniel Capell shall cease to be an employee of Bankers Trust of South Carolina, or a subsidiary, for any reason other than death, 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.

SATISFIED AND PAID IN FULL THIS 1ST DAY OF JUNE, 1979  
BANKERS TRUST OF SOUTH CAROLINA

Nancy McArthur, Asst. Cashier  
which has the address of 88 Top Sail Court  
29611 (Street)  
(herein "Property Address");

Greenville, South Carolina (City)

*Paul S. Kincaid*  
Attest

LEATHERWOOD, WALKER, TODD & MANN

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.

SOUTH CAROLINA—1 to 4 Family—6, 75—FNMA: FHLMC UNIFORM INSTRUMENT

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