

MORTGAGEE'S ADDRESS:

P. O. Box 969
Greenville, S.C. 20602

SOUTH CAROLINA
FILED NO. 22754
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GREENVILLE CO. S.C.
MORTGAGE

10/23/78

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

THIS IS TO CERTAINLY ESTABLISH
AND PROVE THE CONTRACT FOR THE
PURCHASE AND SALE PROVIDED IN
THE NATIONAL MORTGAGE ACT.

1456-178

TO ALL WHOM THESE PRESENTS MAY CONCERN: Barbara J. Elliman

Greenville, South Carolina

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto South Carolina National Bank

organized and existing under the laws of The United States , a corporation called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Forty Thousand and NO/100 ----- Dollars (\$ 40,000.00----), with interest from date at the rate of nine and one-half per centum / 9 $\frac{1}{2}$ per annum until paid, said principal and interest being payable at the office of South Carolina National Bank in Columbia, South Carolina

or at such other place as the holder of the note may designate in writing, in monthly installments of Three Hundred Thirty-six and 40/100----- Dollars (\$ 336.40----), commencing on the first day of March 1979, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 2009.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagee in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of State of South Carolina:

ALL that piece, parcel or lot of land in the State of South Carolina, Greenville County, at the intersection of Shrevewood Drive and Kensington Road, being shown as Lot No. 127 on a plat of Brook Glenn Gardens dated October 28, 1965, by Piedmont Engineering Service, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book JJJ at Pages 84 and 85, and having the following metes and bounds, to-wit:

BEGINNING at a point on the northeastern side of Shrevewood Drive, at the joint front corner of lots 126 and 127 and running thence along the line of lots 127 and 126, N. 54-06 E. 149.75 feet to a point; thence S. 59-06 E. 70.9 feet to a point on Kensington Road, thence along Kensington Road, S. 19-30 W. 120 feet to a point; thence following the curve at intersection of Kensington Road and Shrevewood Drive, the chord of which is S. 62-42 W. 36.5 feet to a point on Shrevewood Drive; thence along Shrevewood Drive N. 74-06 W. 46.3 feet to a point; thence continuing along said drive N. 59-55 W. 40 feet to a point; thence continuing along said drive, N. 33-51 W. 55 feet to a point of beginning. This is the same property conveyed to Mortgagor by deed of Merrill Lynch Relocation Management, Inc. dated December 18, 1978 and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1094 at Page 637.

Together with all and singular the rights, members, bennifications, and appurtenances to the same belonging or in any way incident or appurtenant, and all of the rents, issues, and profits which may arise or be had therefore, and including all buildings, and improvements, fixtures, and equipment now or hereafter established or located in connection with the real estate herein described.

TO HAVE AND TO HOLD to all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagee covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has full right and lawful authority to sell, let, lease, or otherwise dispose of the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagee further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagee and all persons whosoever lawfully claiming the same or any part thereof.

The Mortgagee covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note at the times and in the manner therein provided. This obligation is reserved to pay the full principal amount in one and equal to one or more monthly payments on the principal that are next due on the date of the first day of any month prior to maturity, or legal time, that written notice of an intention to exercise such privilege is given at least thirty days prior to prepayment.

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