STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

COUNTY OF GREENVILL

WHEREAS. We, Walter A. Chandler, Jr. and Irene Kelly Chandler

thereinafter referred to as Mortgagor) is well and truly indebted unto Bank of Travelers Rest

as stated therein. Maturity date June 10, 1994.

with interest thereon from date at the rate of 10% per centum per annum, to be paid: monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

All that piece, parcel or lot of land in Greenville County, South Carolina, situate, lying and being on the North side of Ledbetter Road and the West side of Chandler or Manley Road and being known as an 8.03 acre parcel on survey for Dr. Walter A. Chandler, Jr., as prepared by W. R. Williams, Jr., Engineer and Surveyor, dated March 25, 1979, said plat is recorded in the R.M.C. Office for Greenville County in Plat Book 7-I at page 5, and according to said plat, having the following metes and bounds, to-wit:

Beginning at a nail cap in the center of the intersection of Ledbetter Road and Manley Road; thence with the center of Ledbetter Road S. 68-52 W. 222.5 feet to a nail cap; thence continuing with the center of Ledbetter Road, S. 69-52 W., 336.8 feet to a nail cap; thence N. 43-56 W. 578.9 feet to an iron pin; thence N. 60-39 E., 681 feet to an iron pin; thence S. 30-43 E. 237.2 feet to an iron pin; thence S. 48-55 E., 56.9 feet to an iron pin; thence S. 40-02 W., 137.5 feet to a nail cap in the center of Chandler or Manley Road; thence with the center of said Road, S. 60-56 E., 330 feet to a nail cap, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of H. L. Rosamond, S. A. Philpot, I. Henry Philpot, Jr., and Sally Sue P. Hall recorded in the RMC Office for Greenville County, South Carolina simultaneously herewith.

At the option of the mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagor shall convey the mortgaged premises or if the title thereto shall become Rested in any other person or party for any other reason whatsoever.

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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and cof all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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

The Mortgagor covenants that it is lawfully seized of the premises bereinabove described in fee simple absolute, that it has good right and is clear of all liens and encumbrances except as provided election. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

10 (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or an amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay hall premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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