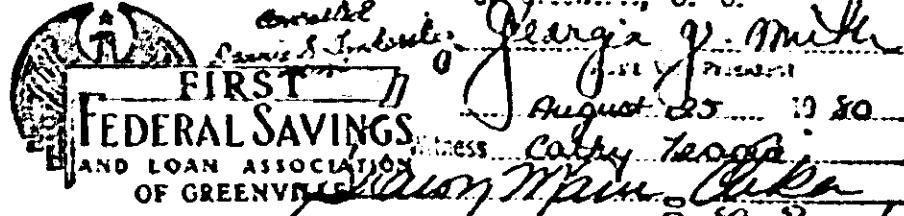


P.L.D.M. #28, File #37
MAR 20 3 33 PM '78
DONNIE S. TANKERSLEY
R.H.C.

WILLIAM B. JAMES
Attorney at Law
PAID SATISFIED AND CANCELLED
First Federal Savin 71-1172
C.R.S. 1420 30433



State of South Carolina
COUNTY OF Greenville

To All Whom These Presents May Concern:

William E. Smith, Ltd.

(hereinafter referred to as Mortgagor) (SEND(S)) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagor) in the full and true sum of THIRTY EIGHT thousand eight hundred & 00/100----- (\$ 38,800.00)

Dollars, as evidenced by Mortgage's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid with interest as the rate or rates therein specified in installments of

Three hundred twelve & 20/100----- (\$ 312.20) Dollars each on the first day of each month hereafter in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 30 years after date, and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagor, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and such holder shall have the right to institute any proceedings upon said note and any collection given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter contribute to the Mortgage for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose.

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