

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

REAL ESTATE MORTGAGE

IN CONSIDERATION of advances made by J. E. Whiteside, Jr., Lender, to Gary E. Whiteside and Lindsay Garraux, Borrowers, aggregating Four Thousand (\$4,000.00) Dollars and interest of seven (7%) per cent annual rate upon said principal, which said principal and interest shall be paid by the Borrowers to the Lender upon a thirty (30) day written notice of a demand to pay, Undersigned has granted, bargained, sold, conveyed and mortgaged, and by these presents does hereby, grant, bargain, sell, convey and mortgage, in fee simple unto Lender, its successors and assigns:

ALL that tract of land located in Bates Township, Greenville County, State of South Carolina, containing ten (10) acres, more or less, and being the same property conveyed unto the Borrowers by deed from Anna Montgomery Morgan. Said deed being recorded at Deed Book 102 at page 547 in the R.M.C. Office at the Greenville County Court House. *July*

TOGETHER with all and sigular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said lands and premises unto Lender, his successors and assigns with all the rights, privileges, members and appurtenances thereto belonging or in any wise appertaining.

UNDERSIGNED hereby binds himself, his heirs, executors, administrators and assigns to warrant and forever defend all and singular the said premises unto the Lender, his successors and assigns, from and against Undersigned, his heirs, executors, administrators and assigns and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, NEVERTHELESS, that if Borrowers shall pay unto the Lender, his successors or assigns, the aforesaid indebtedness and all interest and other sums secured by this or any other instrument executed by Borrowers as security to the aforesaid indebtedness and shall perform all of the terms, covenants, conditions, agreements, representations and obligations contained in all mortgages executed by Borrowers to Lender according to the true intent of said Mortgages, all of the terms, covenants, conditions, agreements, representations and obligations of which are made a part hereof to the same extent as if set forth in extenso herein, then this instrument shall cease, determine and be null and void; otherwise it shall remain in full force and effect.

IT IS FURTHER UNDERSTOOD and agreed that Lender, his assigns or successors, at the written request of Borrowers, will satisfy this mortgage whenever: (1) Borrowers owe no indebtedness to Lender, (2) Borrowers have no liability to Lender, and (3) Lender has not agreed to make any further advances to Borrowers.

THIS agreement shall inure to the benefit of Lender, his successors and assigns, and any successor, or assign of Lender may make advances hereunder, and all such advances and all other indebtedness of Borrowers to such successor or assign shall be secured hereby. The word "Lender" shall be construed to include the Lender herein, his successors and assigns.

EXECUTED, SEALED, AND DELIVERED, this the 5 day of July, 1978.

Signed, Sealed, and
Delivered in the
presence of:

Gary E. Whiteside (L.S.)
Gary E. Whiteside
Lindsay Garraux (L.S.)
Lindsay Garraux

Melvin Bennett
Melvin Bennett

GCTC --- JUL 5 '78 960

2.5001

0347

4328 RV-2