

MORTGAGE

BOOK 1575 PAGE 123

THIS MORTGAGE is made this 13th day of July, 1982, between the Mortgagor, MACK I. WHITTLE, JR. and DEBORAH N. WHITTLE (herein "Borrower"), and the Mortgagee, BANKERS TRUST of S.C., a corporation organized and existing under the laws of S.C., whose address is c/o Bankers Mortgage Corporation, P.O. Drawer F-20, Florence, S.C. 29503 (herein "Lender").

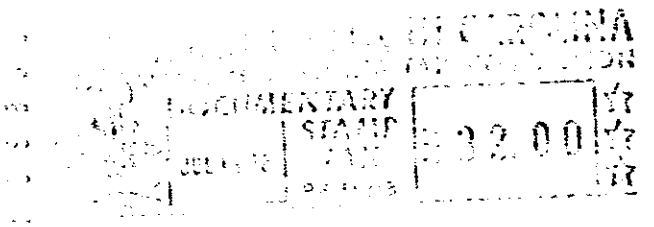
WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 13, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2012;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being at the intersection of Crescent Avenue and Jones Avenue in the City of Greenville, County of Greenville, State of South Carolina, having the following metes and bounds according to plat entitled "Property Survey for Hamlin Beattie" by Arbor Engineering dated April 6, 1982:

BEGINNING at an X mark on a large rock at the corner of the intersection of the southern right-of-way of Crescent Avenue with the eastern right-of-way of Jones Avenue and running thence with the southern right-of-way of Crescent Avenue, N. 83-11 E. 157.71 feet to an iron pin; thence leaving Crescent Avenue and running S. 1-39 E. 91.77 feet to an iron pin; thence S. 89-45 E. 49 feet to an iron pin; thence S. 1-45 E. 48.38 feet to an iron pin; thence S. 88-15 W. 99 feet to an iron pin; thence S. 1-45 E. 5 feet to an iron pin; thence S. 88-15 W. 31 feet to an iron pin; thence N. 76-44 W. 57.16 feet to an iron pin; thence N. 89-38 W. 25 feet to an iron pin on the eastern right-of-way of Jones Avenue; thence with said right-of-way of Jones Avenue, N. 0-22 E. 117.26 feet to the Point of Beginning; and being a portion of the property conveyed to the Mortgagors herein by Deed of First Carolina Development Corporation dated July 13, 1982, recorded in Deed Book 1170, Page 11, Greenville County RMC Office.

ALSO, ALL right, title and interest of the mortgagors in and to that certain easement over and through land located between the southern boundary of the above described property and a proposed wall to be constructed on property of First Carolina Development Corporation and shown on the above referred to plat. Said easement being the same easement granted by First Carolina Development Corporation by Easement Agreement dated July 13, 1982, recorded in Deed Book 1170, Page 15, Greenville County RMC Office.



which has the address of 400 Crescent Avenue, Greenville, South Carolina 29601 (herein "Property Address");
(Street) (City) (State and Zip Code)

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.

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