

GR... FILED
S. C.
APR 26 4 43 PM '82
DONN... BANKERSLEY
R.H.C.

BOOK 1588 PAGE 727

MORTGAGE

THIS MORTGAGE is made this 26th day of April 1982, between the Mortgagor, J. Frank Chisholm, III and Catherine M. Chisholm (herein "Borrower"), and the Mortgagee, Bankers Trust of S. C., a corporation organized and existing under the laws of South Carolina, whose address is (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-Three Thousand Eight Hundred and 00/100 (\$63,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 26, 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 May 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 in the County of Greenville, State of South Carolina, on the westerly side of Dove Tree Road, being shown and designated as Lot No. 120, on plat of Dove Tree, recorded in the RMC Office for Greenville County, S.C., in Plat Book "4X" at pages 21, 22, and 23, and having, according to said plat, the following metes and bounds, to-wit:

Chisholm
BEGINNING at an iron pin on the westerly side of Dove Tree Road, joint front corner of Lots Nos. 119 and 120, and running thence with the joint lines of said lots, N. 76-04 W. 160 feet to an iron pin; thence with the joint rear lines of Lots Nos. 120 and 122, S. 13-51 W. 125 feet to an iron pin, joint rear corner of Lots Nos. 120 and 121; thence with the joint lines of said lots, S. 76-04 E. 160 feet to an iron pin on the westerly side of Dove Tree Road; thence with the westerly side of Dove Tree Road, N. 13-51 E. 125 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of Richard Clarence Sommers of April 19, 1982, to be recorded herewith.

And it is agreed between the parties hereto that in the event the property embraced by this mortgage is sold or otherwise conveyed by the Mortgagor prior to the time that the lien created hereby is fully satisfied, or if the title to such property shall become vested in any other person or entity in any manner whatsoever other than because of the death of the Mortgagor, then and in such event, the remaining principal balance secured by this mortgage, together with all accrued interest, shall at once become due and payable, at the option of the legal holder hereof.

It is further agreed that if J. Frank Chisholm, III shall cease to be an employee of Bankers Trust of South Carolina, or a subsidiary, for any reason other than death, then, and in such event, the remaining principal balance secured by this mortgage, together with all accrued interest, shall at once become due and payable, at the option of the legal holder hereof.

which has the address of 503 Dove Tree Road, Greenville, South Carolina 29615 (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 seised 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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