MAULDIN, ALLISON & WILLIAMS

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

6110

B. Phillips Pressley and Patricia C. Pressley

To

South Carolina Federal Savings and Loan Association

MORTGAGE

Filed this 11 day of October, A. D. 1979, at 4:00 o'clock P. M., and Recorded in Book 1484 Page 46 Fee, $

R. M. C. for Greenville County, S. C.

$36,500.00

1.33 Acres Fairview Rd

In case of breach by Borrower of the covenants and conditions of this Mortgage, including default in the payment when due of any sum secured hereby, Lender, prior to acceleration, shall mail notice to Borrower as provided in the Loan Agreement specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at its option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this paragraph 13, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrower in the manner prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable attorneys' fees and costs of title evidence to the extent permitted by applicable law; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled to it.

14. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note as if no acceleration had occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 13 hereof, including, but not limited to, reasonable attorneys' fees and costs of title evidence; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 12 hereof or abandonment of the Property.

15. Exemption from Personal Liability; Extensions, Etc. Not to Release Interest in Property. If any person executes this Mortgage who did not execute the Note, then nothing contained in this Mortgage shall obligate such person further than to bind such person's right, title, and interest in the mortgaged Property, and on default hereunder no deficiency or other personal judgment shall be demanded or entered against such person but, extension of the time for payment, at any time, and from time to time, modification of the obligations of the Note and this Mortgage, and from time to time, or other accommodations granted by Lender to any person who executes this Mortgage or assumes the obligations of the Note and this Mortgage, without the consent of such person, shall not operate to release, in any manner, the liability of such person's successors in interest insofar as such person's interest in the Property is concerned. Lender shall not be required to commence proceedings against anyone who executed the Note or refused to execute this Mortgage, or against any successor in interest in the Property before commencing proceedings against Borrower. Lender may forbear to sue or extend the time for payment of the sums secured by this Mortgage by reason of any demand made by the original Borrower or successors in interest. The provisions of paragraph 10 above also apply to any person who executes this Mortgage but does not execute the Note. The word "person" as used in this paragraph shall mean any natural person, corporation, partnership or other legal and commercial entities.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of: 6110

B. Phillips Pressley (Seal)

Witness

Patricia C. Pressley (Seal)

Witness

STATE OF SOUTH CAROLINA, Greenville County ss:

Before me personally appeared Virginia J. Keller and made oath that she saw the within named Borrower sign, seal, and as their act and deed, deliver the within written Mortgage; and that she with Earle G. Prevost witnessed the execution thereof.

Sworn before me this 10th day of October, 1979.

Virginia J. Keller (Seal)

Notary Public for South Carolina

My Commission expires 1/11/83

PAID AND FULLY SATISFIED

By

Witness

ASSISTANT VICE PRESIDENT

Witness

STATE OF SOUTH CAROLINA, County ss:

Before me personally appeared and made oath that saw the within named Mortgagee as a Seated Partnership sign, seal and as its act and deed deliver the within written Mortgage and that with witnessed the execution thereof.

SWORN to before me this day of 19

Notary Public for South Carolina

My Commission expires

Reduced to Record

SEP 14 3 19 PM '82

MAULDIN, ALLISON & WILLIAMS

SEP 14 1982

GREENVILLE CO. S. C.