

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

# MORTGAGE

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WORDS USED OFTEN IN THIS DOCUMENT

- (A) "Mortgage." This document, which is dated July 9, 1982, will be called the "Mortgage."
- (B) "Borrower." MESSER PRODUCTS, INC. will sometimes be called "Borrower" and sometimes simply "I."
- Borrower's address is: 208 School Street, P.O. Box 968, Greer, S.C., 29651
- (C) "Lender." BANK OF GREER will be called "Lender." Lender is a corporation or association which was formed and which exists under the law of the State of South Carolina.  
Lender's address is: POST OFFICE DRAWER 703, Main Office: GREER, SOUTH CAROLINA 29651.
- (D) "Note." The note signed by Borrower and dated July 9, 1982, will be called the "Note." The Note shows that I owe Lender Fifty-Three Thousand and No/100 Dollars (\$ 53,000.00 ) plus interest, which I have promised to pay in monthly payments of principal and interest and to pay in full by August 15, 1997.
- (E) "Property." The property that is described below in the section titled "Description Of The Property," will be called the "Property."

## DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described in (A) through (E) below:

(A) The property which is located at 208 School Street (2.9 acres)  
Greer, South Carolina 29651  
(City) (State and Zip Code)

This property is in Greenville County in the State of South Carolina. It has the following legal description:  
**ALL that tract of land in Greenville County, SC, on the west side of School Street and the east side of [unclear] proceeds of the sale applied to the [unclear]**

## 15. AGREEMENTS ABOUT FUTURE ADVANCES

This Mortgage shall secure and protect the Lender (A) for any extensions or renewals of the Note, (B) for any future loans made by the Lender to me and any extensions or renewals of the additional loans, (these additional loans are called "future advances") and (C) for any other debt of mine to the Lender now due or to become due or hereafter contracted. The principal amount that I owe to Lender under the Note and under all notes for future advances, not including the amounts spent by Lender to protect the value of the Property and Lender's rights in the Property, may not be greater than the original amount of the Note plus \$ \_\_\_\_\_.

I understand and agree that the Note, any extensions or renewals of it, any future advances and extensions or renewals of Notes for future advances and any other present or future debt which I may owe to the Lender will be secured and protected by this Mortgage until it is satisfied of record. The Lender, at my written request, will satisfy this Mortgage whenever:

(A) I owe no amounts to Lender, (B) I have no liability to Lender, and (C) Lender has not agreed to make any further advance or advances to me. I will pay to the Lender the fee for recording the satisfaction at the time of my written request.

If this Mortgage is a junior mortgage on the Property, I agree that I will not obtain future advances or other loans under the prior Mortgage(s) without the express written consent of the Lender herein.

## 16. BORROWER'S WAIVER OF APPRAISAL RIGHTS

I waive and relinquish any appraisal rights which I may have under Sections 29-3-680 through 29-3-760 of the Code of Laws of South Carolina, (1976) as amended and any amendment or replacement of these statutes, and I understand and agree that if the Lender elected to foreclose this Mortgage, and also seeks a deficiency judgment against me, the amount of the deficiency judgment shall be determined by the highest price bid at the foreclosure sale of the property.

## 17. BORROWER'S WAIVER OF HOMESTEAD EXEMPTION

I understand and agree that I hereby waive all right of homestead exemption in the Property.

By James A. Bennett, V.P.  
Witness Ann L. Pettit

Bank of Greer  
Witness H. Denton

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FILED  
JUN 21 11 19 AM '82  
GREENVILLE, S.C.

