

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE

BOOK 79 61
300:1559 PAGE 514

WORDS USED OFTEN IN THIS DOCUMENT

- (A) "Mortgage." This document, which is dated December 11, 1981, will be called the "Mortgage."
- (B) "Borrower." D. S. D. Motors, Inc. will sometimes be called "Borrower" and sometimes simply "Borrower." Borrower's address is 1000 Wade Hampton Blvd., 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 708, Main Office Greer, South Carolina GREENE, SOUTH CAROLINA 29651
- (D) "Note." The note signed by Borrower and dated December 11, 1981 will be called the "Note." The Note shows that I owe Lender One Hundred Seventy-Five Thousand and No/100----- Dollars (\$ 175,000.00) plus interest, which I have promised to pay in monthly payments of principal and interest and to pay in full by December 10, 1989
- (E) "Property." The property that is described below in the section titled "Description Of The Property," will be called the "Property."

individually or against all of us together. This means that any one of us may be required to pay all or the amount owed under the Note and under this Mortgage. However, if one of us does not sign the Note, then: (A) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage, and (B) that person is not personally obligated to make payments under the Note or under this Mortgage.

14. NOTE DUE ON SALE OF PROPERTY

If I sell or transfer all or part of the Property or any rights in the Property, I will be fully obligated under the Note and under this Mortgage and Lender, at its option, may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Mortgage. The Lender shall exercise its option, by giving me written notice of its election. This requirement will be called "Immediate Payment in Full." The terms "sell or transfer" shall include, but not be limited to, deeds, bonds for title, contracts of sale, leases with options to purchase, and options to purchase. The term "sell or transfer" shall not include transfers by will or under the South Carolina Statute of Descent and Distribution or to the creation of other liens or mortgages against the Property that are inferior to this Mortgage.

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to have the Property sold and to have the proceeds of the sale applied to the balance due on my Note as in other cases of default.

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 elects 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 hereby waive all right of homestead exemption in the Property and I have read and satisfied this the 22nd day of Jan, 1981.

and Greer, S.C. 29651
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JAN 21 1981
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BANK OF GREER
Richard L. Mass, Cashier
Witness: _____

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