

GREENVILLE CO. S. C.

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ELIZABETH RIDDLE  
R.M.C.

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STATE OF SOUTH CAROLINA )

MORTGAGE

COUNTY OF GREENVILLE )

WHEREAS, CHARLES F. UPCHURCH, C. DAN JOYNER, and LLOYD D. AUTEN, residents of Greenville, South Carolina, hereinafter referred to as "Mortgagors" are well and truly indebted to FIRST PIEDMONT MORTGAGE COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, with offices located in Greenville, South Carolina, hereinafter referred to as "Mortgagee" in the full and just sum of FIVE HUNDRED SEVENTY-FIVE THOUSAND (\$575,000.00) DOLLARS in and by that certain Promissory Note executed in writing of even date herewith, the full principal balance of all amounts advanced to Mortgagors under said note being due and payable in one (1) installment three (3) years after the date of said Note (with an option to extend said payment an additional two years on certain conditions), with interest on the outstanding balance at one hundred fifty (150%) per cent of the prime rate charged from time to time by the First Piedmont Bank and Trust Company of Greenville, South Carolina, as adjusted on the first day of each calendar quarter, (but in no event less than eight (8%) per cent nor more than ten (10%) per cent), payable annually in advance on the outstanding principal balance of the loan as of the due date of each such annual payment, and if unpaid when due such payments will bear interest at the same rate as principal, until paid; and Mortgagor has further promised and agreed to pay a reasonable amount for attorneys' fees not to exceed fifteen (15%) per cent, if said Note be collected by an attorney or through legal proceedings of any kind.

NOW, KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of One Dollar (\$1.00), to it in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Mortgagee all those tracts or parcels of land situate in Greenville County, South Carolina, and more particularly described on Exhibit "A" attached hereto and made a part hereof;

TOGETHER with all and singular the Rights, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining thereto;

TO HAVE AND TO HOLD, all and singular the said premises unto the said First Piedmont Mortgage Company, Inc., its successors and assigns forever;

And do hereby bind their heirs and assigns to warrant and forever defend all and singular the said premises unto the said Mortgagee, its successors and assigns, from and against Mortgagors, their heirs and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true interest and meaning of the parties to these presents, that if the said Mortgagors do and shall well and truly pay, or cause to be paid unto the said Mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

IT IS UNDERSTOOD AND AGREED that this mortgage shall constitute a third mortgage on most of the property described on