SL-ML-401-SC 12-55-FH

GREENVILLE CO. S.C.

1328 845

State of South Carolina,

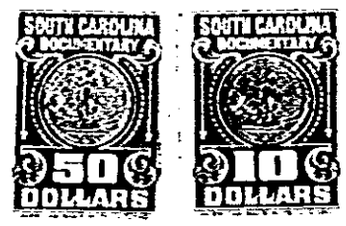
County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WALTER M. WELLS AND EVANGELINE H. WELLS

(herein called Mortgagor, whether one or more persons) SEND(S) GREETING:

WHEREAS, the Mortgagor XXX in and by a certain promissory note in writing, of even date with these presents, are well and truly indebted to BANKERS TRUST OF SOUTH CAROLINA, N.A. a corporation under the laws of the State of South Carolina, (hereinafter called Mortgagee) in the full and just sum of One Hundred Fifty Thousand and No/100---------- ($150,000.00) DOLLARS, to be paid at its Office in Greenville, South Carolina together with interest on the unpaid balance thereof remaining unpaid from time to time, from date hereof until maturity, according to the terms of a certain promissory note of even date herewith, to which note reference is specifically made, providing for the payment thereof in installments the last of which is due and payable on or not later than August 1, 1995.



If any installment of said principal or interest is not paid when due, or if said note is placed in the hands of an attorney for collection, or if said debt or any part thereof, be collected by an attorney, or by legal proceedings of any kind, a reasonable attorney's fee of not less than ten (10%) per cent of the amount involved shall be added to the amount due under said note and shall be collectible thereunder. If any installment of interest is not payable at its maturity, the same shall thereafter bear interest at the rate of twelve (12%) per cent per annum until paid. In the event of failure to pay any interest or any installment of principal, or any portion of either, or any other sums required to be paid by said note and this mortgage, as the same become due, or in the event of failure to perform and comply with any and all of the other covenants, terms and provisions of said note and this mortgage, and/or the other instrument or instruments, if any, which secure this note, and such failure or default shall continue for a period of thirty days, then in any of said events said principal sum and all advancements made pursuant to the provisions of this mortgage, together with all unpaid interest thereon shall be at once due and payable at the option of *Bankers Trust of South Carolina, N.A., its successors or assigns, and be collectible without further notice, by proceedings or otherwise. Provisions as to prepayment, contained in said note, are incorporated herein by reference.

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 to the said Mortgagee, its successors and assigns, according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor in hand well and truly paid by the said Mortgagee, 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, its successors and assigns, that certain tract or parcel of land located in Greenville County, State of South Carolina, more particularly described as follows:

All that certain piece, parcel or lot of land in Greenville County, State of South Carolina, being located in the Town of Mauldin, and having, according to a plat of property of T. C. Alexander and Virginia P. Alexander, prepared by T. H. Walker, Jr., R. L. S. No. 3182, dated October 10, 1973, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Jenkins Street and running thence with Jenkins Street S. 75-15 W. 160.85 feet to a point in Jenkins Street, which point is located S. 15-11 E. 10 feet from an old iron pin near the Northern side of Jenkins Street; thence with the line of property now or formerly of T. C. Alexander and Virginia P. Alexander N. 15-11 W. 196.3 feet to an iron pin; thence with the line of property now or formerly of Robert E. Painter and Grace Painter N. 75-15 E. 185.85 feet to an iron pin near Jenkins Street; thence S. 19-00 E. 58 feet to an iron pin; thence S. 3-24 E. 141.24 feet to an iron pin crossing Jenkins Street, the beginning corner.

This is the identical property conveyed to the Mortgagors herein by deed of T. C. Alexander and Virginia P. Alexander, recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 991 at page 360.

The premises hereinabove described are also shown on a more recent plat prepared by J. Don Lee, dated November 29, 1974, entitled "Property of Walter M. & Evangeline H. Wells, M.D.'S".

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