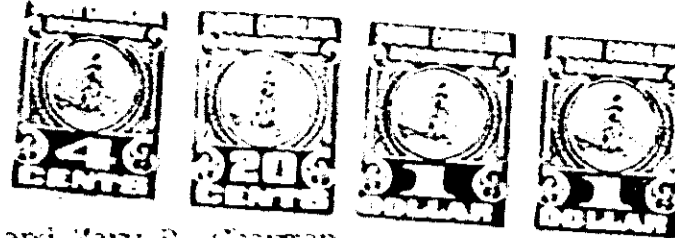


MORTGAGE



WHEREAS (we) Fredoes Edward Chapman, Benn T. Chapman, and Mary R. Chapman (hereinafter each styled the mortgagor) do and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto

Parkway Construction, Greenville, S. C. (hereinafter each styled the mortgagee) in the sum of

5,593.56 payable in 84 equal installments of \$ 66.59 each, commencing on the

1st day of February 1978 and falling due on the same day, unless and until as provided by the said Note and conditions hereof, reference thereto and also these last items.

Now KNOW ALL MEN, that the mortgagor(s) in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note, which with all its contents is hereby made a part hereof, and for the consideration of Three Dollars to the said mortgagee in hand well and truly paid by the said mortgagor(s) at and before the signing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, conveyed, sold and released, and by these Presents do grant, bargain, sell and release unto the said mortgagee, its (his) heirs, successors and assigns forever, the following described premises:

All that piece, parcel or lot of land with the improvements thereon situate, lying and being in Monaghan Mills Village, Greenville Cty., S. C. and being more particularly described as lot No. 21, Section 2, as shown on a plat entitled "Subdivision for Victor-Monaghan Mills, Greenville, S. C.", made by Pickell & Pickell, Engineers, Greenville, S. C. on Dec. 20, 1948, and recorded in the R. M. C. Office for Greenville Cty. in Plat Book S. at Pages 179-181, inclusive. According to said plat, the within described lot is also known as No. 15 Moory St. (Avenue) and fronts thereon 95 feet. The grantor and its predecessors in title have granted unto Parker Water and Sewer Sub-District, Commissioners of Public Works of the City of Greenville, S. C., City View Water and Sewer District Commission, Greenville Traction Company, Duke Power Co. and its predecessors, Southern Power Co. and Southern Public Utilities Co., and Southern Bell Telephone and Telegraph Co., to one or more of them and/or to others all water and sewer pipe line (other than house lines, electric and power lines, including all pipe (other than house water and sewer lines), valves, fittings, hydrants, manholes, poles, wires, transformers, regulators, and other apparatus and equipment used in connection with, or forming a part of the water, fire protection, electric light and power distribution, and sewerage systems of the village known as Monaghan Mills Village in which the above described lot is located together with rights of way and easements to go upon the land for the purpose of maintenance, repair, alteration, replacement, construction, relocation, and operation (including meter reading) of the lines and systems aforesaid and of certain other water, sewer, electric, telephone and street trolley power lines constructed or to be constructed, and to relocate certain of such lines so as to run them in, along, above or near the streets and alleyways located by Monaghan Mills Village

(cont'd.)

together with all and singular the rights, tenements, hereditaments and appurtenances to the said premises pertaining, their increase and decrease respectively.

TO HAVE AND TO HOLD, all and singular the said premises unto the said mortgagee, its (his) heirs, successors, heirs and assigns forever.

AND I (we) do hereby bind my (our) self and my (our) heirs, executors and administrators, to procure to execute and fulfill the necessary covenants of title to the said premises, the title to which is hereunder, and also to warrant and defend all and singular the said premises and the said mortgagee its (his) heirs, successors and assigns, from and against all persons lawfully claiming or to claim the same in any way thereof.

AND IT IS AGREED, by and between the parties hereto, that the said mortgagor(s), his (their) heirs, executors, or administrators, shall keep the buildings on said premises, insured against fire or damage by fire, for the benefit of the said mortgagee, for an amount not less than the unpaid balance of the said Note in such manner as shall be approved by the said mortgagee, and in default thereof, the said mortgagee, its (his) heirs, successors or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed that the said mortgagor(s) his (his) heirs, successors or assigns shall be entitled to receive from the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said mortgagor(s), his (their) heirs, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagor(s), his (his) heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the same so paid, with interest thereon, from the date of such payments.

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the said Note, when the same shall become payable, or on any other of the provisions of this mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said mortgagee, its (his) heirs, successors or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an officer, or law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable counsel fee (of not less than ten per cent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, his (their) heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee, its (his) heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagor, his (their) heirs, successors, or assigns, according to the conditions and agreements of the said note, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said note and mortgage, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and value.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagee may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 25th day of November 1977

Signed, sealed and delivered in the presence of _____ (U.S.)

WITNESSES: (1) [Signature] _____ (U.S.)

WITNESSES: (2) [Signature] _____ (U.S.)

WITNESSES: (3) [Signature] _____ (U.S.)

BOOK 1419 PAGE 291

11630

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