

MORTGAGE

THIS MORTGAGE is made this 20 day of November 1978, between the Mortgagor, R. DANIEL CAPELL (herein "Borrower"), and the Mortgagee, BANKERS TRUST OF SOUTH CAROLINA, a corporation organized and existing under the laws of South Carolina, whose address is c/o Aiken-Spaul, Inc., P. O. Box 391, Florence, South Carolina 29503 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Two Thousand Four Hundred and 00/100 (\$32,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 20, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December, 1998

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, on the Northern side of Stanley Drive, near the City of Greenville, and being shown as Unit 88 on plat of Harbor Town, recorded in the R.M.C. Office for Greenville County in Plat Book 5P at Pages 13 and 14, and being more particularly described as follows:

BEGINNING at a point at the joint corner of Units 88 and 87 and running thence N. 38-35 E. 20.2 feet; thence turning and running S. 51-25 E. 83 feet; thence turning and running S. 38-35 W. 20.2 feet; thence turning and running N. 51-25 W. 83 feet to the point of beginning.

BEING the same property conveyed to the Mortgagor herein by deed of Louise E. Sellers, said deed being dated of even date and recorded in the R.M.C. Office for Greenville County in Deed Book 1092 at Page 371.

And it is agreed between the parties hereto that in the event the property embraced by this mortgage is sold or otherwise conveyed by the Mortgagor prior to the time that the lien created hereby is fully satisfied, or if the title to such property shall become vested in any other person or entity in any manner whatsoever other than because of the death of the Mortgagor, then and in such event, the remaining principal balance secured by this mortgage, together with all accrued interest, shall at once become due and payable, at the option of the legal holder hereof.

It is further agreed that if R. Daniel Capell shall cease to be an employee of Bankers Trust of South Carolina, or a subsidiary, for any reason other than death, then, and in such event, the remaining principal balance secured by this mortgage, together with all accrued interest, shall at once become due and payable, at the option of the legal holder hereof.

which has the address of 88 Top Sail Court Greenville, South Carolina 29611 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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