

Mortgagor's Address: P. O. Box 608, Greenville, South Carolina 29602

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MORTGAGE

WATHERWOOD, WALKER, TODD & MANN

THIS MORTGAGE is made this 17th day of August 1979, between the Mortgagor, R. Daniel Capell and Margaret U. 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 P. O. Box 608 Greenville, South Carolina 29602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-nine Thousand Five Hundred and No/100 (\$59,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 17, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2004;

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 located in the County of Greenville, State of South Carolina, being known and designated as Lot No. 55 of Devenger Place, Section 6, a plat of which is recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5P, at Page 2, and having, according to a more recent plat entitled "Property of R. Daniel Capell and Margaret U. Capell" by Freeland and Associates, dated August 14, 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern edge of Hudson Farm Road at the joint front corner of Lots 56 and 55 and running thence with the line of Lot 56 S. 56-59 E. 135 feet to an iron pin; thence S. 16-39 W. 70 feet to an iron pin at the joint rear corner of Lots 55 and 54; thence with the line of Lot 54 N. 69-01 W. 157.7 feet to an iron pin on the eastern edge of Hudson Farm Road; thence with the eastern edge of Hudson Farm Road the following courses and distances: N. 31-33 E. 17.1 feet; N. 33-01 E. 83 feet to an iron pin, the point of beginning.

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.

The property described herein is the same property acquired by Mortgagors by deed of C. V. Hinton, Jr. and Janice C. Hinton, dated August 17, 1979, and recorded in the R.M.C. Office for Greenville County in Deed Book 1109, at Page 553.

which has the address of 200 Hudson Farm Road Greenville, South Carolina (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 seised 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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