

15 South Main Street
Greenville, S. C.

FILED
OFFICE OF THE CLERK
SOUTH CAROLINA
APR 30 1980
GREENVILLE

BOOK 1501 PAGE 982

MORTGAGE

THIS MORTGAGE is made this 30th day of April 1980, between the Mortgagor, James B. Gowan, M. D., (herein "Borrower"), and the Mortgagee, The South Carolina National Bank, a corporation organized and existing under the laws of The United States, whose address is 15 South Main Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Thousand and no/100 (\$100,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 30, 1980 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 1981; AND WHEREAS, Borrower may become indebted to lender for further advances not to exceed \$175,000.00, as set forth on page 5 hereof;

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 piece, parcel or lot of land situate, lying and being on the southern side of Mills Avenue in the City of Greenville, County of Greenville, State of South Carolina, being shown on a plat entitled "Property of Margaret C. Hammond", dated May, 1941, prepared by Dalton & Neves, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Mills Avenue, which iron pin is located N. 45-27 E. 122.3 feet from the Southeastern corner of the intersection of Mills Avenue and Elm Street and running thence with the southern side of Mills Avenue N. 45-27 E. 22.2 feet to an iron pin; thence continuing with the southern side of Mills Avenue N. 49-43 E. 62.8 feet to an iron pin; thence S. 33-30 E. 150 feet to an iron pin; thence S. 45-27 W. 56.3 feet to an iron pin; thence N. 44-33 W. 151 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Margaret C. Hammond, dated May 29, 1975, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1019, at page 287, on June 4, 1975.

ALSO: All that piece, parcel or lot of land situate, lying and being at the southeastern corner of the intersection of Mills Avenue and Elm Street and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeastern corner of the intersection of Mills Avenue and Elm Street and running thence with the southern side of Mills Avenue N. 45-27 E. 122.3 feet, more or less, to an iron pin in the line of property now or formerly of Margaret C. Hammond; thence with the line of said Hammond property S. 44-33 E. 151 feet, more or less, to an iron pin; thence S. 45-27 W. 122.3 feet, more or less, to an iron pin on the eastern side of Elm Street; thence with the eastern side of Elm Street N. 44-33 W. 151 feet, more or less, to the point of beginning.

(Continued on page five hereof)

which has the address of Mills Avenue 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 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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