

STATE OF SOUTH CAROLINA /
COUNTY OF GREENVILLE

MORTGAGE GRANTOR FILED
(Individual) FEB 13 1982
SOUTH CAROLINA CO. S. C.
5:50 PM '82

WHEREAS, We, Frances R. Gray and David C. Thomas, (hereinafter called the mortgagor), in and by his certain note of even date, stands firmly held and bound unto Bankers Trust of South Carolina, Trustee for John B. League and Beatrice P. League, whose address is P. O. Box 608, Greenville, S. C. 29602

(hereinafter called the mortgagee) for the payment of the full and just sum of One-hundred fifty thousand and no/100ths dollars, according to terms of note, with the entire balance, if not sooner paid, being due (\$ 150,000.00) Dollars, payable of note, January 15, 1982, with interest, as in and by the note, reference being had thereto, will more fully appear.

NOW, KNOW ALL MEN BY THESE PRESENTS: That the mortgagor, for and in consideration of the debt or sum of money aforesaid, and to better secure its payment to the mortgagee according to the condition of the note, and also in consideration of the further sum of THREE (\$3.00) DOLLARS to the mortgagor in hand well and truly paid by the mortgagee at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the mortgagee, its his successors, heirs and assigns, the real property described as follows:

ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, being located partly within the corporate limits of the City of Greenville, but mostly without, and being situate at the northeast corner of Rutherford and Randall Streets and being commonly known and referred to as Lots Nos. 1, 2, 3, and the greater part of Lot No. 4 of Section A of the Stone Land Company as shown on plat recorded in Plat Book "A", Page 341 and having the metes and bounds shown thereon.

There is situate on the above described property an apartment building known as Randall Court Apartments together with a small apartment lying north of the larger apartment, and also a brick store building lying north of the smaller apartment.

The above conveyance is subject to a certain party-wall agreement between Freddie C. Charlotte and Paul G. Cushman and J. E. Shaw executed October, 1945 wherein the said J. E. Shaw was granted the privilege of tying to the northern wall of the above brick store building referred to, and to any recorded building restrictions and rights-of-way.

This conveyance is subject to any and all existing reservations, easements, rights-of-way, zoning ordinances and restrictions or protective covenants that may appear of record or on the premises and, in particular, to that certain right-of-way granted Duke Power Company by instrument recorded in Vol. 202 at Page 292; and subject further to any prior acquisition of a portion of the above described property by the South Carolina State Highway Department for the purposes of widening the abutting streets.

DERIVATION: Being the same property as that conveyed to Frances R. Gray and David C. Thomas by deed of John B. League and Beatrice P. League dated June 8, 1980 and recorded Book 1126 page 922.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise appertaining.

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

AND the mortgagor does hereby bind himself and his heirs and successors to warrant and forever defend all and singular the premises unto the mortgagee, its his successors, heirs and assigns, from and against himself and his heirs and successors, lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the parties that the mortgagor, his heirs and successors and assigns, shall keep any building erected on the premises insured against loss and damage by fire for the benefit of the mortgagee, for an amount not less than the sum shown above, with such company as shall be approved by the mortgagee, its his successors, heirs and assigns, and shall deliver the policy to the mortgagee; and in default thereof, the mortgagee, its his successors, heirs or assigns may effect such insurance and reimburse themselves under this mortgage for the expense thereof, together with interest thereon at the rate provided in the note from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the mortgagee, its his successors, heirs and assigns, shall be entitled to receive from the aggregate of the insurance monies to be paid a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the parties, that if the mortgagor, his heirs and successors or assigns, shall fail to pay all taxes and assessments upon the premise when they shall first become payable, then the mortgagee, its his successors, heirs or assigns, may cause the same to be paid, together with all penalties and costs incurred in doing so, and reimburse themselves under this mortgage for the sum so paid, with interest thereon at the rate provided in the note from the date of such payment.

AND IT IS AGREED, by and between the parties that upon any default being made in the payment of the note or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, or failure to pay any other indebtedness which constitutes a lien upon the real property when the same shall severally become payable, then the entire amount of the debt secured or intended to be secured hereby shall become due, at the option of the mortgagee, its his successors, heirs or assigns, although the period for the payment thereof may not then have expired.

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