FILED
GREENVILLE, S. C.

MORTGAGE - INDIVIDUAL FORM - 408 Hammett Road, Greenville, S. C. 29651

GREENVILLE, S. C. BOOK 1607 PAGE 700

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } ... R.M.C

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CHARLES A. BEARDEN and DAVID W. WORLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto EUGENE E. HAMMETT and DOROTHY W. HAMMETT

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Twenty-eight Thousand and no/100ths ---------- Dollars ($ 28,000.00) due and payable

as set forth in said note

with interest thereon from date at the rate of 12 per centum per annum, to be paid: monthly.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars ($3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

ALL that piece, parcel or lot of land, with all buildings and improvements, situate, lying and being on the western side of Waddell Road, in Greenville County, South Carolina, being the front or major portion of Lot No. 55 on a plat of the PROPERTY OF B. PERRY EDWARDS, JR., made by R. E. Dalton, Engineer, dated May, 1920, recorded in the RMC Office for Greenville County, S. C., in Plat Book F, page 143, and having, according to a plat of the PROPERTY OF EUGENE E. AND DOROTHY W. HAMMETT, made by Kermit T. Gould, Inc., dated April 6, 1983, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Waddell Road at the joint front corners of Lots Nos. 55 and 56, and running thence with the western side of Waddell Road, S. 13-25 E., 100 feet to an iron pin; thence along the lines of Lots No. 25 and 26, N. 80-20 W., 129.8 feet to an iron pin at the corner of property sold to Walter G. Fremont, III; thence along the line of Fremont's property and a new line through Lot No. 55, N. 4-10 W., 49.7 feet to an iron pin on Lot No. 56; thence with the line of Lot No. 56, N. 76-35 E., 111.4 feet to the point of beginning.

The above property is the same conveyed to the Mortgagors by the Mortgagees by deed to be recorded simultaneously herewith.

If all or any part of the property or an interest therein is sold or transferred by Mortgagors without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if Mortgagors' successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagors from all obligations under this mortgage and the note.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagors notice of acceleration at their last known mailing address. Such notice shall provide a period of not less than 30 days from the date such notice is mailed within which Mortgagors may pay the sums declared due. If Mortgagors fail to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagors, invoke any *

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

*remedies permitted under the terms hereof.

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