

County of GREENVILLE)

Words Used In This Document

- (A) Mortgage—This document, which is dated August 31, 1983, will be called the "Mortgage".
- (B) Mortgagor—Marlyn J. Bergman, Bonnie L. Bergman, Wayne H. Jackson, Bruce N. Maxwell, and Ann Tandy Brice will sometimes be called "Mortgagor" and sometimes simply "I", "Me", "my", "mine", "myself", and "us" refer to the Mortgagor.
- (C) Lender—The South Carolina National Bank will be called "Lender" and sometimes simply "you". "Your" and "yours" refer to Lender. Lender is a national banking association which was formed and which exists under the laws of the United States of America.

Lender's address is Post Office Box 969, Greenville, S. C. 29602

- (D) Note—The note, note agreement, or loan agreement signed by Marlyn J. Bergman, Bruce N. Maxwell and dated August 31, 1983, will be called the "Note". The Note shows that I have promised to pay Lender

\$50,000.00 Dollars plus finance charges or interest at the rate of 12.50 % per year

Dollars plus a finance charge of _____ Dollars

which I have promised to pay in full by September 20, 1984

If this box is checked, finance charges or interest under the Note will be deferred, accrued, or capitalized.

- (E) Property—The property that is described below in the section entitled "Description Of The Property" will be called the "Property".

My Transfer To You Of Rights In The Property

On this date, because you loaned me the money for which I gave you the Note, I mortgage, grant and convey the Property to you, your successors and assigns, subject to the terms of this Mortgage. This means that by signing this Mortgage, I am giving you those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving you these rights to protect you from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe you as stated in the Note and any future advances made under Paragraph 17 of this Mortgage.
- (B) Pay, with interest or finance charges, any amounts that you spend under this Mortgage to protect the value of the Property and your rights in the Property.
- (C) Keep all of my other promises and agreements under the Note and/or this Mortgage.

This Mortgage secures any renewals, extensions, and/or modifications of the Note.

Description Of The Property

- (A) The Property which I mortgage, grant, and convey to you, your successors and assigns, is located in Greenville County and has the following legal description:

ALL that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the Western side of North Main Street, and having, according to a survey prepared by Jones Engineering Service, dated May 15, 1980, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of North Main Street, which iron pin is located in a Northerly direction 335.3 feet from the intersection of Park Avenue and North Main Street, at the joint front corner of the property herein described and property now or formerly of Goldsmith, and running thence with the common line of said properties N. 77-21 W. 184.6 feet to an iron pin; thence N. 4-01 E. 91.7 feet to an iron pin; thence N. 17-01 E. 20.4 feet to an iron pin at the joint rear corner of property herein described and property now or formerly of Goldsmith; thence with the common line of said properties S. 71-35 E. 208.3 feet to an iron pin on the Western side of North Main Street thence with the Western side of said Street S. 19-16 W. 90.6 feet to the point of beginning. Above plat is recorded in Plat Book 8-B at Page 57.

THIS is the identical property conveyed to Wayne H. and Carol I. Jackson by deeds of 1) James E. Malone recorded in Deed Book 1150 at Page 683; 2) Brownie Piper Rochefort recorded in Deed Book 1150 at Page 684; 3) Sam T. Piper, Rodney M. Piper, and Joe A. Piper recorded in Deed Book 1150 at Page 685. The said Wayne H. Jackson and Carol I. Jackson conveyed a 1/2 interest to Bruce N. Maxwell and Ann Tandy Brice and a 1/4 interest to Marlyn J. Bergman and Bonnie L. Bergman by deed recorded in Deed Book 1179 at Page 37. The said Carol I. Jackson conveyed her interest in the above property to Wayne H. Jackson by deed to be recorded simultaneously herewith.

The Property also includes the following:

- (B) All buildings and other improvements that are located on the property described in paragraph (A) of this section;
- (C) All rights in other property I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property";
- (D) All rents or royalties from the property described in paragraph (A) of this section;
- (E) All mineral, oil and gas rights and profits, water, water rights and water stock that are part of the property described in paragraph (A) of this section;
- (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A) of this section;
- (G) All fixtures that are now or in the future will be on the property described in paragraphs (A) and (B) of this section, and, to the extent allowed by law, all replacements of and additions to those fixtures;
- (H) All of the rights and property described in paragraphs (B) through (F) of this section that I acquire in the future; and
- (I) All replacements of and/or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section.

You, your successors and assigns, are to have and to hold the Property, subject to the terms of this Mortgage.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY TAX STAMP
SEP-1983
20-11298

0780

4328-W-2