

File Day 2568
Greenville

GREENVILLE, S.C.

1983 DEC 19

STATE OF SOUTH CAROLINA)
) MORTGAGE
COUNTY OF GREENVILLE)

THIS INDENTURE, made and entered into this 19th day of December, 1983, by and between Joe W. Hiller (Mortgagor or Borrower), and FIRST NATIONAL BANK OF SOUTH CAROLINA, a South Carolina banking corporation having an office in Greenville, South Carolina, (Mortgagee or Lender)

WITNESSETH: \

WHEREAS, the Mortgagor is well and truly indebted unto the Mortgagee, as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, for the sum of Four Hundred Fifty Thousand and no/100's (\$450,000.00) Dollars, with interest thereon as provided in said promissory note, said principal and interest to be paid as therein stated, and

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 purpose, and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable on or before December 1, 1986, and

WHEREAS, it has been agreed that the payment of said obligations should be secured by conveyance of the premises hereinafter described.

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 its account by the Mortgagee, and to secure the performance of all the covenants, conditions, stipulations and agreements contained herein and/or in any other document given by the Mortgagor to the Mortgagee in connection therewith, and also in consideration of the further sum of One and No/100 (\$1.00) Dollar to the Mortgagor paid by the Mortgagee, the receipt of which is hereby acknowledged, the said Mortgagor does hereby grant, release, assign, transfer and set over unto the Mortgagee, its successors and assigns, the property more particularly described on Exhibit A attached hereto and made a part hereof.

TOGETHER with all and singular the easements, ways, rights, privileges, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including but not limited to, all and singular the buildings and improvements now and hereafter thereon (including all materials to be used in the construction, maintenance and repair of same), and together also with all shades, wall-to-wall carpeting, screens and screening, awnings, plants, shrubs, and landscaping, elevators, plumbing material, gas and electrical fixtures and equipment, and all heating, cooking, air conditioning and lighting fixtures, equipment and/or apparatus now or hereafter on said premises, whether affixed or annexed or not, and used or usable in connection with any present or future operation of the premises, all of which shall be deemed realty and conveyed by this Mortgage, and all rents, issues and profits which may arise or be had from any portion or all of said premises.

TO HAVE AND TO HOLD unto Mortgagee and its successors and assigns, forever. Provided, that if the Mortgagor shall pay to the Mortgagee the sum of money mentioned in said note and the interest thereon, at the time or times and in the manner mentioned herein, and discharge fully the trusts herein declared, then these presents and the estate hereby created shall cease, determine and be void.

The Mortgagor covenants and agrees with the Mortgagee as follows:

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