

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
WORDS USED OFTEN IN THIS DOCUMENT

MORTGAGE

BOOK 1569 PAGE 280
BOOK 79 PAGE 355

GR. FILED CO. S. C.
JAN 14 1982
SHERIFF

(A) "Mortgage." This document, which is dated April 29, 19 82, will be called the "Mortgage."
(B) "Borrower." MALCOLM P. NIVEN, JR. will sometimes be called "Borrower" and sometimes simply "I". Borrower's address is: 600 Central Ave., Mauldin, S. C. 29662.
(C) "Lender." BANK OF GREER will be called "Lender." Lender is a corporation or association which was formed and which exists under the law of the State of South Carolina. Lender's address is: POST OFFICE DRAWER 708, Main Office, GREER, SOUTH CAROLINA 29651.
(D) "Note." The note signed by Borrower and dated April 29, 19 82, will be called the "Note." The Note shows that I owe Lender Eighty Five Thousand and no/100ths Dollars (\$ 85,000.00) plus interest, which I have promised to pay in monthly payments of principal and interest and to pay in full by June 1, 19 97.
(E) "Property." The property that is described below in the section titled "Description Of The Property," will be called the "Property."

DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described in (A) through (E) below
(A) The property which is located at Lot 33, Forest Lane, Meyers Park, Sec. 2, Greenville County, (City) (State and Zip Code)

This property is in Greenville County in the State of South Carolina. It has the following legal description: ALL that lot of land in said State and County, in the City of Greenville, on the northwestern side of Forest Lane, being shown and designated as Lot No. 33 on a plat of Meyers Park, Section 2, prepared by C. O. Riddle, Surveyor, dated September 27, 1976, recorded in Plat Book 5-P at Greenville, South Carolina. Lender requires immediate Payment in Full. Lender may bring a lawsuit to have the Property sold and to have the proceeds of the sale applied to the balance due on my Note as in other cases of default.

AGREEMENTS ABOUT FUTURE ADVANCES

This Mortgage shall secure and protect the Lender (A) for any extensions or renewals of the Note, (B) for any future advances made by the Lender to me and any extensions or renewals of the additional loans, (these additional loans are called "future advances") and (C) for any other debt of mine to the Lender now due or to become due or hereafter contracted. The principal amount that I owe to Lender under the Note and under all notes for future advances, not including the amounts paid by Lender to protect the value of the Property and Lender's rights in the Property, may not be greater than the original amount of the Note plus \$.
I understand and agree that the Note, any extensions or renewals of it, any future advances and extensions or renewals of Notes for future advances and any other present or future debt which I may owe to the Lender will be secured and protected by this Mortgage until it is satisfied of record. The Lender, at my written request, will satisfy this Mortgage whenever (A) I owe no amounts to Lender, (B) I have no liability to Lender, and (C) Lender has not agreed to make any further advance or advances to me. I will pay to the Lender the fee for recording the satisfaction as the time of my written request.
If this Mortgage is a junior mortgage on the Property, I agree that I will not obtain future advances or other loans under the prior Mortgage(s) without the express written consent of the Lender herein.

16. BORROWER'S WAIVER OF APPRAISAL RIGHTS

I waive and relinquish any appraisal rights which I may have under Sections 29-3-680 through 29-3-760 of the Code of Laws of South Carolina, (1976) as amended and any amendment or replacement of these statutes, and I understand and agree that if the Lender elected to foreclose this Mortgage, and also seeks a deficiency judgment against me, the amount of the deficiency judgment shall be determined by the highest price bid at the foreclosure sale of the property.

17. BORROWER'S WAIVER OF HOMESTEAD EXEMPTION

I hereby waive all right of homestead exemption in the Property

GR. FILED CO. S. C.
JAN 16 4 09 PM '82

PAID

PAID and Satisfied this the 7th day of June, 1982
By Lowell A. Pike Asst
Ann L. Peltt

RECORDED
JAN 16 1982

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