

LAW OFFICES OF LATYAN, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA
MORTGAGE OF REAL ESTATE
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
FEB 9 4 04 PM '82
DONNIE S. JANKERSLEY
R.M.C.
BOOK 1563 PAGE 199
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
BOOK 83 PAGE 98

WHEREAS, K. Stephen Rice and Mary Elizabeth S. Rice

(hereinafter referred to as Mortgagor) is well and truly indebted unto James W. Skelton, Sr.

(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 Seventeen Thousand Seven Hundred and No/100

Dollars (\$ 17,700.00) due and payable

as provided for in Promissory Note executed of even date herewith.

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, the Mortgagee's heirs, successors and assigns:

ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville.

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the southwestern side of Lenhardt Road and being known and designated as Lot 20 on plat of WHITE OAK HILLS SUBDIVISION recorded in the RMC Office for Greenville County in Plat Book 7-C at Page 95 and having such notes and bounds as shown thereon, reference to said plat being made for a more complete description.

This is the same property as that conveyed to the Mortgagors herein by deed from James W. Skelton, Sr. recorded in the RMC office for Greenville County of even date herewith.

THIS is a second mortgage subject to that certain first mortgage to First Federal Savings and Loan Association dated February 9, 1982 in the original amount of \$33,200.00 and recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the Mortgagee herein is 102 Mills Avenue, Greenville, S. C. 29605.

IF all or any part of the property or an interest therein is sold or transferred by Mortgagors without Mortgagee's prior written consent, 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 Mortgagor's 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

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