

STATE OF SOUTH CAROLINA) MORTGAGE OF REAL ESTATE
)
COUNTY OF CHARLESTON)

WHEREAS, the said SANDRA L. CAMPBELL (hereinafter also styled the mortgagor) in and by her certain Note or obligation bearing even date herewith, stand firmly held and bound unto HISTORIC CHARLESTON FOUNDATION (hereinafter also styled the mortgagee) in the sum of ONE THOUSAND SIX HUNDRED EIGHTY AND NO/100 (\$1,680.00) DOLLARS, as evidenced by and according to the terms and conditions of a Promissory Note of even date herewith, as in and by the said Note and Condition(s) thereof, reference being thereunto had, will more full appear.

KNOW, KNOW ALL MEN, that the said SANDRA L. CAMPBELL in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note; which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagor in hand well and truly paid, by the said mortgagee, at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said SANDRA L. CAMPBELL, her heirs, personal representatives, successors and assigns, the following described property, to-wit:

ALL that lot, piece or parcel of land, with the buildings thereon, situate, lying and being on the South side of Bogard Street in the City of Charleston, County of Charleston, State of South Carolina, and being shown on a plat entitled "Plat of No. 33 Bogard Street", by George A. Z. Johnson, Jr., Inc., Land Surveyors, dated November 4, 1993, and revised December 1, 1993, and recorded January 5, 1994, in Plat Book CO, Page 159.

MEASURING AND CONTAINING thirty-three (33') feet on Bogard Street to the North, and the same on the back line to the South, by seventy-five (75') feet in depth on the East line, and seventy-five (75') feet in depth on the West line.

BUTTING AND BOUNDING on the North on Bogard Street; on the East on land now or late of Chapman; on the South by land now or late of Anderson; and on the West by land now or late of Polite.

SUBJECT to any and all restrictive covenants of record.

BEING the same property conveyed to the Mortgagor herein by deed of Historic Charleston Foundation dated September 26, 1995, and recorded simultaneously herewith in the RMC Office for Charleston County.

This is a second mortgage junior in lien to that certain first mortgage from Sandra L. Campbell to NationsBanc Mortgage Corporation dated Sept. 26, 1995, 1995, and recorded simultaneously herewith in the RMC Office for Charleston County.

MORTGAGEE'S ADDRESS: P.O. Box 1120
Charleston, SC 29402

TOGETHER with all and singular the rights, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

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

AND Mortgagor does hereby bind Mortgagor's heirs, successors, personal representatives and administrators, to procure or execute any further necessary assurances of title to the said premises, the title to which is unencumbered, and also to warrant and forever defend all and singular the said Premises unto the said mortgagee, mortgagee's successors and assigns, from and against Mortgagor and Mortgagor's heirs, successors, personal representatives and administrators and all persons lawfully claiming, or to claim the same or any part thereof.

AND IT IS AGREED, by and between the parties hereto, that the said Mortgagor, Mortgagor's heirs, successors, personal representatives or administrators, shall keep the buildings erected, or to be erected on said premises, insured against loss or damage by fire, for the benefit of the said mortgage, for an amount not less than the value of the buildings in such company as shall be approved by the said Mortgagee, and shall deliver the policy to the said Mortgagee, and in default thereof, the said Mortgagee, Mortgagee's successors or assigns, may effect such instance and reimburse themselves under this mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said Mortgagee, Mortgagee's successors or assigns shall be entitled to receive from the aggregate the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said Mortgagor, Mortgagor's heirs, successors, person representatives, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said Mortgagee, Mortgagee's successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon,

and reimburse themselves under this mortgage for the sums so paid, with interest thereon, from the dates of such payments.

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the interest on the Note, or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, when the same shall severally first become payable, or in any other of the provisions of this mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said Mortgagee, Mortgagee's successors, or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS AGREED, that if the holder of the Note secured hereby is compelled to pay any taxes upon the debt represented by said Note, or by the mortgage, then, and in that event, unless the said taxes are paid by some party other than the said holder, that then the entire amount of the debt secured, or intended to be secured, shall forthwith become due at the option of the said Mortgagee, Mortgagee's successors or assigns, although the period for its payment may not then have expired.

AND IT IS AGREED, by and between the said parties, that, should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, the said Mortgagee, Mortgagee's successors or assigns, shall have the right to have a Receiver appointed of the rents and profits of the above described premises, with power to forthwith lease out the said premises anew if he should so elect, who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of the said rents and profits towards the payment of the debts secured hereby.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the Mortgagee, Mortgagee's successors or assigns, including a reasonable counsel fee (of not less than ten percent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties of these Presents, that when the said Mortgagor, Mortgagor's heirs, successors, personal representatives or administrators shall pay, or cause to be paid unto the said Mortgagee, Mortgagee's certain attorneys, successors or assigns, the said debt, with the interest

thereon, if any shall be due, and also all sums of money paid by the said Mortgagee, Mortgagee's successors or assigns, according to the conditions and agreements of the said Note, and of their mortgage, and shall perform all the obligations according to the true intent and meaning of the said Note and mortgage, and the conditions thereunder written, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said Mortgagor is to hold and enjoy the said premises until default of payment shall be made.

WITNESS Mortgagor's Hand and Seal, this 26th day of September in the year of our Lord one thousand nine hundred and ninety-five and in the two hundred and nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Julie Ann Nolich
Bachman S. Smith Jr.

Sandra L. Campbell
SANDRA L. CAMPBELL

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named SANDRA L. CAMPBELL sign, seal, and as her act and deed, deliver the within written Mortgage; and that (s)he with the other witness subscribed above witnessed the execution thereof.

Julie Donald Notary

SWORN to before me this

26th day of September, 1995.

Barbara S. Smith, NC
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 5/31/2006