

FILED
GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 16th day of March 1979, between the Mortgagor, BOYCE F. LOWERY and VICKIE B. LOWERY (herein "Borrower"), and the Mortgagee, THE SOUTH CAROLINA NATIONAL BANK, a corporation organized and existing under the laws of The United States of America, whose address is Post Office Box 168, Columbia, South Carolina 29202 (herein "Lender").

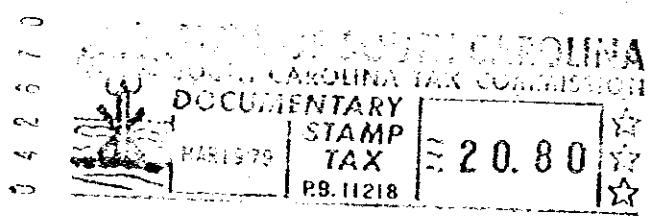
WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY TWO THOUSAND and No/100-----(\$52,000.00)-----Dollars, which indebtedness is evidenced by Borrower's note dated March 16, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2009.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that piece, parcel or lot of land situate in the State of South Carolina, County of Greenville, situate, lying and being on the west side of Roe Court, being known and designated as Lot 31 on a plat of CEDAR VALE Subdivision, made by Piedmont Engineers & Architects, March 24, 1966, recorded in the R.M.C. Office for Greenville County in Plat Book 000 at Page 13, and being also shown on a more recent plat by Free-land & Associates, dated March 14, 1979, entitled "Property of Boyce F. Lowery and Vickie B. Lowery," and having, according to said plats, the following metes and bounds, to-wit:

BEGINNING at a point on the west side of Roe Court at the joint front corner of Lots 30 and 31, and running thence along the common line of said lots, N. 70-47 W. 170 feet to a point; thence running N. 19-13 E. 105 feet to a point; thence running along the common line of Lots 31 and 32, S. 70-47 E. 170 feet to a point on the west side of Roe Court; thence along said Roe Court, S. 19-13 W. 105 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of James R. Louwers, dated March 12, 1979, and recorded simultaneously herewith.



which has the address of 3 Roe Court Greenville, South Carolina 29609 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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