

FILED
GREENVILLE CO. S. C.

SEP 16 4 16 PM '80

DONNA S. TANKERSLEY
R.M.C.

REC-1516 PAGE 136
This instrument was prepared by:
James M. Shoemaker, Jr.

MORTGAGE

(Renegotiable Rate Mortgage)

THIS MORTGAGE is made this 16th day of September, 1980, between the Mortgagor, Obie O. Mason and Carol B. Mason (herein "Borrower"), and the Mortgagee, AMERICAN SERVICE CORPORATION a corporation organized and existing under the laws of the United States whose address is 101 East Washington Street, Greenville, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Six Thousand Nine Hundred Dollars, which indebtedness is evidenced by Borrower's note date September 16, 1980 (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including any and all renewals, extensions, renegotiations and/or modifications of the original Note), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2010;

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 certain piece, parcel or lot of land, with building and improvements thereon, lying and being on the northerly side of East Woodburn Drive near the City of Greenville, S.C., being known and designated as Lot No. 49 and also a portion of Lot 50 on a plat entitled "SEVEN OAKS", as recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book 4R, at Page 6, and being also shown on a survey for Jacques A. Pineau dated May 1, 1979, prepared by Carolina Surveying Company and recorded in Plat Book 5N at Page 35, and having, according to said later plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of East Woodburn Drive, at the joint front corner of Lots Nos. 49 and 50 and running through the new lot line N. 16-03 W. 152.1 feet to an iron pin; thence N. 58-42 E. 74.5 feet to an iron pin; thence S. 31-19 E. 157.9 feet to an iron pin on the northerly side of East Woodburn Drive; thence S. 61-11 W. 57.5 feet to an iron pin; thence S. 66-35 W. 57.5 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed from Jacques A. Pineau and Roselyne R.M. Pineau, dated September 18, 1980 and recorded September 16, 1980 in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1133 at Page 573.

Less all that strip consisting of a small portion of Lot 50 containing the following metes and bounds:

BEGINNING at an iron pin which presently follows the joint front boundary of Lots 49 & 50, and running thence N. 16-03 W. 152.1 feet to a new iron pin on the rear line of Lot 50; thence N. 58-42 E. 19.5 feet to an old iron pin, the original joint rear corner of Lots 49 & 50; thence with the original joint line of Lots 49 & 50 S. 9-23 E. 159.1 feet to an iron pin, the point of beginning.

which has the address of 3 East Woodburn Drive, Taylors, South Carolina 29687 (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.

JULY 1980

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