

RECORDED
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FANNERSLEY
M.C.

1525-115

MORTGAGE

THIS MORTGAGE is made this 20th day of November 19 80., between the Mortgagor, s. Richard G. Stella and Judith L. Stella (herein "Borrower"), and the Mortgagee, South Carolina National Bank, a corporation organized and existing under the laws of South Carolina, whose address is 1241 Main Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-five thousand and no/100ths (\$45,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 20, 1980 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on December 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 piece, parcel or lot of land situate, lying and being on the Northern side of Brushy Creek Ridge, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot no. 8 of a Subdivision known as Brushy Creek Ridge, plat of which is recorded in the RMC Office for Greenville County in Plat Book 7C page 25, and according to said Plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Brushy Creek Ridge at the joint front corner of Lots Nos. 8 and 9, and running thence with the joint line of said Lots N. 5-58 E. 194.6 feet to an iron pin; running thence S. 83-40 E. 90 feet to an iron pin at the joint rear corner of Lots Nos. 7 and 8; running thence with the joint line of said Lots S. 3-01 W. 187.36 feet to an iron pin on the Northern side of Brushy Creek Ridge; running thence with the Northern side of said Ridge N. 88-0 W. 100 feet to an iron pin, point of BEGINNING.

This property is conveyed subject to easements, conditions, covenants, restrictions, zoning ordinances, and rights of way which are a matter of record and actually existing on the ground effecting the subject property and specifically to a drainage easement along the Western boundary of said property and crossing the rear of said Lot as shown on the aforementioned Plat and also subject to sanitary sewer lines along the Eastern boundary as shown on said Plat.

It is expressly understood that there shall be no driveway or right of ingress or egress across the 20 foot beautification strip at the rear of this Lot as indicated in the restrictions and on the recorded Plat.

This being the same property conveyed to Richard G. Stella and Judith L. Stella by deed of Rodney C. Edwards and Cecil C. Edwards, deed recorded and dated concurrently herewith.

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which has the address of Lot 8, Brushy Creek Ridge, Greenville County, South Carolina (Street) (City) (herein "Property Address"); (State and Zip Code)

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 seized 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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