

MORTGAGE

BOOK 1560 PAGE 834

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DEC 31 1981
JCHN:ANKERSLEY
THIS MORTGAGE is made this 28th day of December, 1981, between the Mortgagor, Peter S. Van Nort and Lynda R. Van Nort (herein "Borrower"), and the Mortgagee, Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States, whose address is 500 E. Washington Street, Greenville, South Carolina 29601 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety-Eight Thousand Five Hundred and 00/100 (\$98,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 28, 1981, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2012;

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 tract of land situate, lying and being on the Northern side of U.S. Highway I-85 in the County of Greenville, State of South Carolina, being shown and designated as Part Lot 12, containing 5.23 acres, on a plat entitled "Property of Rosa Fair Doulgas", prepared by Dalton & Neves, dated April, 1959, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5Y at Page 100, and having, in the aggregate, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of the right of way of U.S. Highway I-85 at the joint corner of the property herein conveyed and Lot No. 11 and running thence with the line of Lot No. 11 N. 31-01 W. 337 feet to an iron pin at or near the edge of Parkins Lake; thence with the edge of Parkins Lake as the line, having a traverse line as follows: S. 9-28 E. 163 feet to an iron pin; thence S. 65-38 W. 35 feet to an iron pin; thence N. 31-19 W. 148 feet to an iron pin; thence N. 42-44 W. 118 feet to an iron pin; thence No. 73-04 W. 280 feet to an iron pin; thence leaving the edge of Parkins Lake and running S. 57-09 W. 200 feet to an iron pin in the line of property now or formerly of the Greater Greenville Sewer District Commission; thence with the line of said Sewer District Commission property S. 31-32 E. 500 feet to an iron pin on the Northern edge of the right of way of U.S. Highway I-85; thence with the Northern edge of the right of way of U.S. Highway I-85 the following courses and distances; N. 78-28 E. 254.5 feet to an iron pin; thence N. 11-32 W. 10 feet to an iron pin; thence N. 78-28 E. 277 feet to the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Daniel Rhoades dated Jan. 2, 1981 and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1140 at Page 57.

This mortgage is equal in priority to mortgagors' one other mortgage dated December 28, 1981, and securing an original principal amount of \$81,500.00. Any default under the terms of this mortgage shall be considered to be a default under the other mortgage.

which has the address of 500 Duvall Drive, Greenville, South Carolina 29607 (Street) (City) (State and Zip Code) (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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