

LONG, BLACK & GASTON

MORTGAGE

BOOK 1571 PAGE 882

THIS MORTGAGE is made this 4th day of June 1982 between the Mortgagor, James E. Hinkle and Lillian Hinkle (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-six thousand and no/100 (66,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 4, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 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 certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the easterly side of Tanager Circle, near the City of Greenville, South Carolina, and being designated as Patio Home Lot No. 47, on plat of SUGAR CREEK VILLAS, Phase II, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7X at Page 79, and having, according to a more recent survey prepared by Freeland and Associates, dated June 2, 1982, entitled, "Property of James E. Hinkle and Lillian D. Hinkle, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Tanager Circle, joint front corner of Lots 47 and 48, and running thence along the easterly side of Tanager Circle N. 1-24 E. 50.0 feet to an iron pin; thence turning and running S. 88-36 E. 114.41 feet to an iron pin; thence along the rear of lot 47 S. 1-24 W. 50.0 feet to an iron pin; thence turning and running N. 88-36 W. 114.41 feet to an iron pin on the easterly side of Tanager Circle, the point and place of BEGINNING.

THIS is the same property conveyed to the Mortgagor's herein by deed of Cothran and Darby Builders, Inc., dated June 4, 1982, and recorded simultaneously herewith.

STATE OF SOUTH CAROLINA DOCUMENTARY STAMP 2840

which has the address of Unit 47 Sugar Creek Villas, Greer, South Carolina 29651 (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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