

# MORTGAGE

THIS MORTGAGE IS AMENDED AND SUPPLEMENTED BY AN ADJUSTABLE LOAN RIDER OF THE SAME DATE SIGNED BY THE BORROWER WHICH IS INCORPORATED INTO AND SHALL BE DEEMED A PART OF THIS MORTGAGE.

THIS MORTGAGE is made this 30 day of JULY, 1982, between the Mortgagor, DONALD CHRISTOPHER DEAR and LORI HALL DEAR (herein "Borrower"), and the Mortgagee, SOUTHEASTERN SAVINGS & LOAN COMPANY, a corporation organized and existing under the laws of North Carolina, whose address is 201 South Tryon Street CHARLOTTE, NORTH CAROLINA 28202 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY THOUSAND (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 30, 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 August 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 lot of land situate, lying and being in Greenville County, South Carolina, known and designated as Lot No. 49 shown on a plat of the subdivision of FOREST ACRES, Section II, recorded in the RMC Office for Greenville County in plat book 7-X page 89, and in accordance with a survey by Freeland & Associates, Inc. dated July 30, 1982 recorded in plat book 9-D page 42.

This is the same property conveyed to mortgagors by The Fortis Corporation by deed dated July 30, 1982 to be recorded herewith.

RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF GREENVILLE, SOUTH CAROLINA  
BY DEED  
BOOK 1576 PAGE 688  
JUL 30 1982  
STAMP

5  
2  
11  
2  
0  
9  
17

which has the address of 504 Indian Trail, TAYLORS, SC 29687 (herein "Property Address");  
(Street) (City)  
(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 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.

1328 RV-2