

State of South Carolina

County of GREENVILLE

CR: FILED  
JAN 28 11 51 PM '83  
R.M.C. BANKERSLEY  
Mortgage

BOOK 1592 PAGE 912

Words Used In This Document: IANKERSLEY January 20, 1983

- (A) Mortgage—This document, which is dated January 20, 1983, will be called the "Mortgage".
  - (B) Mortgagor—Johnny H. Hyatt and Sharon K. Hyatt will sometimes be called "Mortgagor" and sometimes simply "I", "Me", "my", "mine", "myself", and "us" refer to the Mortgagor.
  - (C) Lender—The South Carolina National Bank will be called "Lender" and sometimes simply "you". "Your" and "yours" refer to Lender. Lender is a national banking association which was formed and which exists under the laws of the United States of America.
- Lender's address is P. O. Box 969, Greenville, S.C. 29602
- (D) Note—The note, note agreement, or loan agreement signed by Johnny H. & Sharon K. Hyatt and dated January 20, 1983 will be called the "Note". The Note shows that I have promised to pay Lender
    - \$8200.00 Dollars plus finance charges or interest at the rate of 17 % per year
    - \_\_\_\_\_ Dollars plus a finance charge of \_\_\_\_\_ Dollars
 which I have promised to pay in full by \_\_\_\_\_
    - If this box is checked, finance charges or interest under the Note will be deferred, accrued, or capitalized.
  - (E) Property—The property that is described below in the section entitled "Description Of The Property" will be called the "Property".

**My Transfer To You Of Rights In The Property**

On this date, because you loaned me the money for which I gave you the Note, I mortgage, grant and convey the Property to you, your successors and assigns, subject to the terms of this Mortgage. This means that by signing this Mortgage, I am giving you those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving you these rights to protect you from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe you as stated in the Note and any future advances made under Paragraph 17 of this Mortgage.
- (B) Pay, with interest or finance charges, any amounts that you spend under this Mortgage to protect the value of the Property and your rights in the Property.
- (C) Keep all of my other promises and agreements under the Note and/or this Mortgage.

This Mortgage secures any renewals, extensions, and/or modifications of the Note.

**Description Of The Property**

- (A) The Property which I mortgage, grant, and convey to you, your successors and assigns, is located in Greenville County and has the following legal description:

ALL that lot of land in the County of Greenville, State of South Carolina, containing 7.65 acres (more or less) as shown on plat of Harold Hyatt, recorded in the RMC Office for Greenville County in Plat Book 4-0 at Page 349 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Old Saluda Dam Road at corner of property conveyed to James and Donna Hyatt, and running thence S 70-44 E 292.2 feet to an iron pin; thence S 19-00 E 155 feet to an iron pin; thence S 3-00 W 163.6 feet to an iron pin; thence S 3-00 E 275 feet to an iron pin; thence along the line of property sold to Western Carolina Regional Sewer Authority, in a westerly direction, approximately 225 feet; thence N 27-30 W 500 feet to an iron pin in Old Saluda Dam Road; thence with the center of said road N 37-41 E 100 feet to an iron pin; thence N 30-01 E 71 feet to an iron pin; thence N 25-11 E 110.2 feet to the point of beginning. This property is subject to a right of way to Duke Power Compant and to three rights of way to Western Carolina Regional Sewer Authority, as will appear of record.

This is a portion of the property conveyed to the Mortgagors by deed of Harold L. Hyatt, et al, recorded in Deed Book 1042 at Page 670 in the Office of the RMC for Greenville County.

The Property also includes the following:

- (B) All buildings and other improvements that are located on the property described in paragraph (A) of this section;
- (C) All rights in other property I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property";
- (D) All rents or royalties from the property described in paragraph (A) of this section;
- (E) All mineral, oil and gas rights and profits, water, water rights and water stock that are part of the property described in paragraph (A) of this section;
- (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A) of this section;
- (G) All fixtures that are now or in the future will be on the property described in paragraphs (A) and (B) of this section, and, to the extent allowed by law, all replacements of and additions to those fixtures;
- (H) All of the rights and property described in paragraphs (B) through (F) of this section that I acquire in the future; and
- (I) All replacements of and/or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section.

You, your successors and assigns, are to have and to hold the Property, subject to the terms of this Mortgage.

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