

RECORDED  
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FEB 1 11 01 AM '83  
DONNIE TANKERSLEY  
R.M.C.

ADDRESS OF MORTGAGEE: 1500 Hampton Street  
Columbia, S. C.  
29201

# MORTGAGE

BOOK 1593 PAGE 500

THIS MORTGAGE is made this 28th day of January 1983 between the Mortgagor, Rick A. Setzer and Sue Lynn Setzer (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 Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 28, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2013.

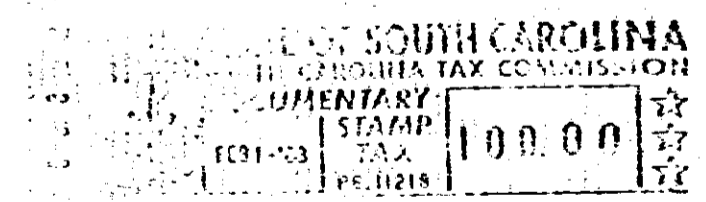
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 and Spartanburg, State of South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being in Greenville and Spartanburg Counties, South Carolina, of which 20.33 acres are lying in Greenville County and 4.42 acres are lying in Spartanburg County, as shown on a plat prepared by Tri-State Surveyors, dated June 1, 1981, revised December 27, 1982, for Rick A. Setzer and Sue Lynn Setzer, being more fully described by metes and bounds, as follows:

BEGINNING at a railroad spike in the intersection of Rock Road and the paved driveway serving the subject property and running thence N. 6-52 E., 1,856.8 feet to the approximate center of the Enoree River; thence continuing N. 5-42 E., 305.4 feet to an old iron pin, joint corner of Ward, Satterfield, and Setzer; thence S. 76-45 E., 104.3 feet to an iron pin; thence S. 76-47 E., 105 feet to an iron pin; thence S. 76-42 E., 186.9 feet to an iron pin; thence N. 86-12 E., 84.8 feet to an iron pin; thence S. 36-04 E., 177.6 feet to an iron pin; thence with a line crossing the Enoree River and into Greenville County, S. 10-30 W., 1,584.2 feet to an iron pin; thence S. 48-20 W., 594.6 feet to an iron pin on the edge of Rock Road; thence S. 20-00 W., 194.5 feet to an iron pin in the line of Cleveland; thence N. 85-23 W., 103.7 feet to an iron pin; thence N. 20-00 E., 222 feet to an iron pin, the point of beginning.

Derivation: Deed from Louise Coker Smith to Rick A. Setzer and Sue Lynn Setzer recorded in the RMC Office for Greenville County in Deed Book 1149 at page 249 and RMC Office for Spartanburg County in Deed Book 48-F at Page 319 and Deed from Ellison D. Smith, III to Rick A. Setzer and Sue Lynn Setzer, recorded in the RMC Office for Greenville County in Deed Book 1149 at Page 252 and RMC Office for Spartanburg County in Deed Book 48-F at page 323.

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which has the address of Route 5, Rock Road Greenville South Carolina (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.

