

FILED
GREENVILLE S.C.

MORTGAGE

BOOK 1598 PAGE 664

MAR 21 12 24 '83

THIS MORTGAGE is made this 18th day of March 1983 between the Mortgagor, Larry E. Ayers and Gloria H. Ayers (herein "Borrower"), and the Mortgagee, FIRST STATE SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is SPARTANBURG, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-FOUR THOUSAND AND NO/100 (\$34,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 18, 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 April 1, 1988.

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 Spartanburg, State of South Carolina:

All that certain piece, parcel or lot of land, together with all improvements thereon, situate on the southern side of West Lake Shore Drive and on the northern side of the waters of Lake Lanier in the County of Greenville, State of South Carolina, being shown on a plat of the property of Albert L. Ravan, Jr. dated November 14, 1980, prepared by Freeland & Associates, recorded in Plat Book 8-F, Page 89, R.M.C. Office for Greenville County, South Carolina, and being described as follows:

Beginning at an "x" in concrete on the northerly edge of West Lake Shore Drive and running thence S. 17-00 E. 28 feet to a new iron pin; thence S. 81-42 W. 26.2 feet to an old iron pin; thence N. 04-07 W. 27.8 feet to an old iron pin; thence N. 81-45 E. 20 feet to an "x" in concrete, the point of beginning.

ALSO, a right-of-way and easement for the maintenance and operation of a dock extending out onto the waters of Lake Lanier as shown on the forementioned recorded plat.

ALSO, all that piece, parcel and lot of land situate, lying and being in Greenville County, South Carolina, and known as Lot No. 1174 on Plat No. 5 of the property of Tryon Development Company, known as Lake Lanier, recorded in the R.M.C. Office for Greenville County and having a frontage of 160 feet, triangular rear width and a depth of 151 feet on one side and 46 feet on the other.

This is the same property conveyed by deed of A. L. Ravan, Jr. recorded August 30, 1982, in Volume 1173, Page 4, R.M.C. Office for Greenville County, South Carolina.

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which has the address of West Lake Shore Drive, Landrum, South Carolina 29356 (herein "Property Address");

STATE OF SOUTH CAROLINA
DOCUMENTS
STAMP
TAX \$ 13 60

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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".

4.00XU

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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