

State of South Carolina)
 County of GREENVILLE)

MAR 30 2 45 PM '83
 Mortgage DONNIE S. FAYENSLEY BOOK 1539 PAGE 705
 R.M.C.

Words Used In This Document

- (A) **Mortgage**—This document, which is dated March 25, 19 83, will be called the "Mortgage".
- (B) **Mortgagor**—Jonathan D. & Deborah A. Schweigert 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 Main Street, Greenville, South Carolina

- (D) **Note**—The note, note agreement, or loan agreement signed by Jonathan D. & Deborah A. Schweigert and dated March 25, 1983, will be called the "Note". The Note shows that I have promised to pay Lender

\$16,461.98 Dollars plus finance charges or interest at the rate of 16.50 % 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

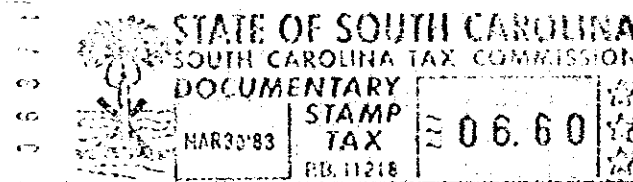
- (A) The Property which I mortgage, grant, and convey to you, your successors and assigns, is located in GREENVILLE County and has the following legal description:

ALL that lot of land with the building and improvements thereon, situate on the northwest corner of the intersection of East Earle Street and Elizabeth Street, in the City of Greenville, Greenville County, being shown as a portion of Lot 8, Section F on plat of Stone Land Company, recorded in the RMC Office for Greenville County, South Carolina in Plat Book A, Page 337, et seq., and having, according to said plat and a survey made by R. K. Campbell of Ann Williams Property, recorded in the RMC Office for Greenville County, South Carolina in Plat Book "AAA," Page 153, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwest corner of the intersection of East Earle Street and Elizabeth Street and running thence along the west side of Elizabeth Street, N 18-30 E 124.15 feet to an iron pin; thence N 64-45 W 63.92 feet to an iron pin; thence along the line of Lot 7, on the Stone Land Co. plat, S 18-30 W 131.5 feet to an iron pin on the north side of East Earle Street; thence along East Earle Street S 71-20 E 63.8 feet to the beginning corner.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Daisy R. Barker as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1170, Page 225, on July 16, 1982.

This mortgage is junior and third in lien to those certain notes and mortgages as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1575, Page 477, on July 16, 1982, and in Mortgage Book 1585, Page 16, recorded on November 4, 1982.



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.