

Words Used In This Document

- (A) Mortgage—This document, which is dated April 27, 19 83, will be called the "Mortgage".
- (B) Mortgagor—Melvin E. Smith and Gail F. Smith 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 _____

- (D) Note—The note, note agreement, or loan agreement signed by Mortgagors and dated April 29, 19 83 will be called the "Note". The Note shows that I have promised to pay Lender

22,919.96 Dollars plus finance charges or interest at the rate of 15 % per year

_____ Dollars plus a finance charge of _____ Dollars

which I have promised to pay in full by May 15, 1993

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 certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville on the Western side of Saluda Circle, being known and designated as Lot No. 143 on a plat of Section 3, Westcliffe, by Piedmont Engineers, & Architects, dated June 3, 1965, revised December 24, 1965, and recorded in the RMC Office for Greenville County in Plat Book JJJ at Pages 72 and 73, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Saluda Circle joint front corner of Lots Nos. 143 and 144, and running thence with the joint line of said lots, N. 52-26 W. 199.5 feet to an iron pin, joint rear corner of said lots; thence with the rear of Lot 143 and 141, N. 46-35 E. 75 feet to an iron pin, joint rear corner of Lots Nos. 142 and 143; thence with the joint line of said lots, N. 88-18 E, 160.8 feet to an iron pin on the western side of Saluda Circle, joint front corner of said lots; thence with said circle, following the curvature thereof, the following distances and chords: S. 0-55 E. 60 feet, S. 16-24 W. 85 feet, S. 43-15 W. 50 feet to an iron pin, the point of beginning.

This is the same property conveyed by Deed of William S. Bynum and Doris C. Bynum recorded in Deed Book 1063 Page 368, August 24, 1977.
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.