

FILED
GREENVILLE CO S.C.

MORTGAGE

80-1817 PAGE 41

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THIS MORTGAGE is made this 20th day of July 1983 between the Mortgagor, JOEL ALAN DANIEL and KATHLEEN S. DANIEL (herein "Borrower"), and the Mortgagee, AUGUST KOHN AND COMPANY, a corporation organized and existing under the laws of South Carolina whose address is Post Office Box 225, Columbia, South Carolina 29202 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-One Thousand Nine Hundred and no/100 (\$71,900.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 20, 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 August 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, State of South Carolina:

ALL that piece, parcel or lot of land, with improvements thereon situate, lying and being on the northwestern side of Edisto Street in the County of Greenville, State of South Carolina, being known and designated as Lot No. 2 of Edisto Forest as shown on a plat recorded in Plat Book 9-F at Page 34 and being described more recently on a plat prepared by Freeland & Associates, dated July 19, 1983, and entitled "Property of Joel A. Daniel and Kathleen S. Daniel" said plat being recorded in Plat Book at Page and, having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Edisto Street at the joint front corner of Lot No. 2 and Lot No. 3 approximately 142.3 feet, more or less, from the intersection of Moultrie Street and Edisto Street and running N. 28-10 W. 177.02 feet to an iron pin; thence turning and running N. 71-49 E. 5-.86 feet to an iron pin; thence turning and running S. 28-10 E. 167.16 feet to an iron pin at the joint front corner of Lot No. 1 and Lot No. 2 on the northwestern side of Edisto Street; thence with said Edisto Street S. 61-50 W. 56.0 feet to an iron pin, the point of beginning.

This being the same property conveyed to mortgagors herein by deed of Edward P. Holder, Jr. dated July 20, 1983 and recorded contemporaneously herewith.

which has the address of 26 Edisto Street, Greenville South Carolina 29605 (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 seized 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.