

State of South Carolina AUG 4 10:58 AM '83

County of GREENVILLE R.H.C. ISLEY

Mortgage

99:1919 :578

Words Used In This Document

- (A) Mortgage—This document, which is dated July 29 1983 will be called the "Mortgage".
- (B) Mortgagor—Lewis T. Smoak and Betty B. Smoak / 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 P. O. Box 969, Greenville, South Carolina 29602
- (D) Note—The note, note agreement, or loan agreement signed by Lewis T. Smoak and Betty B. Smoak and dated July 29 1983, will be called the "Note". The Note shows that I have promised to pay Lender  \$150,000.00 Dollars plus finance charges or interest at the rate of 13.125% 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 certain piece, parcel or lot of land, situate, lying and being on the Western side of Stonehaven Drive, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 61 on plat entitled "Property of Edward H. Hembree, a division of Lots 111 and 112", on plat of property of Tully P. Babb and recorded in the RMC Office for Greenville County, S. C. in Plat Book 1001, at Page 168, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Western side of Stonehaven Drive, at the joint front corner of Lots Nos. 60 and 61, and running thence with the line of Lot No. 60, N. 74-30 W. 317 feet to an iron pin in line of Lot No. 1; thence with the line of Lot No. 1, S. 12-24 W. 100 feet to an iron pin on the Northern side of Cleveland Street Extension; thence with the Northern side of Cleveland Street Extension, S. 65-37 E. 12.4 feet; thence S. 50-15 E. 194.3 feet; thence S. 42-48 E. 92.1 feet to an iron pin at intersection of Cleveland Street Extension and Stonehaven Drive; thence with curve of said intersection, the chord of which is N. 77-27 E. 40.4 feet to an iron pin on the Western side of Stonehaven Drive; thence with the Western side of Stonehaven Drive, N. 17-41 E. 213 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Farrell L. Mills, dated November 3, 1976, recorded in the RMC Office for Greenville County, S. C. in Deed Book 1045, at Page 678, on November 4, 1976.

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

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