

FILED
GREENVILLE S.C. MORTGAGE

AUG 9 9 37 AM '83

DONNIE S. WATKINS

THIS MORTGAGE is made this 25th day of July 1983, between the Mortgagor, Charles W. Wofford and Jan B. Wofford (herein "Borrower"), and the Mortgagee, The Citizens and Southern National Bank of South Carolina, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 727, Columbia, South Carolina 29222 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Ten Thousand and No/100 (\$110,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 25, 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, 1988. (Also principal then due will be approximately \$104,826.85*

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:

*THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE BANK YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME BANK.

All that piece, parcel or lot of land situate, lying and being on the easterly side of Woodland Way in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as portion of Lot No. 220 and 221, as shown on a plat of Cleveland Forest prepared by Dalton & Neves, dated May 1940, revised through October, 1950, recorded in the REC Office for Greenville County, S. C. in Plat Book M at pages 56 and 57, and having according to said Plat, the following metes and bounds, to-wit:

Beginning at a point on the Easterly side of Woodland Way, which point is located 50 feet in a Southwesterly direction from the joint front corner of Lots nos. 219 and 220 and running thence with the Easterly side of Woodland Way, S 28-14 W 50 feet to an iron pin at the joint front corner of Lots Nos. 220 and 221; thence continuing with the Easterly side of Woodland Way, S 28-14 W 30 feet to an iron pin at the intersection of Woodland Way and Knollwood Lane; thence with the Easterly side of Knollwood Lane, the following courses and distances: S 5-48 E 50 feet to an iron pin; thence S 20-05 E 80 feet to an iron pin; thence S 42-46 E 70 feet to an iron pin at the intersection of Knollwood Lane and Dogwood Lane; thence with the westerly side of Dogwood Lane, the following courses and distances: N 59-13 E 37 feet to an iron pin; thence N 40-08 E 125 feet to an iron pin at the joint corner of Lots Nos. 220 and 221; thence N 24-13 E 47.5 feet to an iron pin; thence with a new line through Lot No. 220 dividing said lot in half, N 62-47 W 197 feet to an iron pin on the Easterly side of Woodland Way.

Being the same property conveyed to Mortgagors herein by deed of Rufus B. and Ann G. Darby dated April 30, 1982, recorded April 30, 1982 in Deed Book 1166, page 246, office of the REC for Greenville County, S. C.

which has the address of Woodland Way Greenville (Street) (City) S. C. 29607 (herein "Property Address"); (State and Zip Code)

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.

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