

Aug 23 1983
Mortgage
9:00 AM

1622 437

County of Greenville

Words Used In This Document

- (A) **Mortgage** - This document, which is dated August 15 1983 will be called the "Mortgage".
- (B) **Mortgagor** - Homer A. and Virginia Gardner 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", "You," 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 South Carolina National Bank P. O. Box 969, Greenville, SC 29602
- (D) **Note** - The note, note agreement, or loan agreement signed by Homer A. and Virginia Gardner and dated August 15 1983, will be called the "Note". The Note shows that I have promised to pay Lender \$5,000.00 Dollars plus finance charges or interest at the rate of 13.50 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 piece, parcel or lot of land and all improvements thereon, if any, situate in Greenville County, South Carolina, and being known and designated as lot 5 on a plat entitled Leslie and Shaw, Inc. by C. C. Jones and Associates, dated February 1957, and recorded in Plat Book XX at page 3, and Deed book 861 page 479 R.M.C. Office for Greenville County.

This is the same certain piece, parcel or lot of land with the buildings and improvements thereon, as described above granted to Virginia M. Gardner and Homer A. Gardner from Carl G. Locke recorded the 2nd day of June, 1966 in Deed book 799, page 393 at Greenville County Office.

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 buy and to hold the Property, subject to the terms of this Mortgage,

REC'D
1983

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