

SEP 1 9 35 AM '83

JOHNIE S. WATERSLEY
R.M.C

BOOK 1823 PAGE 780

MORTGAGE

THIS MORTGAGE is made this thirty-first day of August, 1983, between the Mortgagor, Donald C. Culclasure and Kathy A. B. Culclasure (herein "Borrower"), and the Mortgagee, The Palmetto Bank, a corporation organized and existing under the laws of the State of South Carolina, whose address is 470 Haywood Road, Greenville, S. C. (herein "Lender").

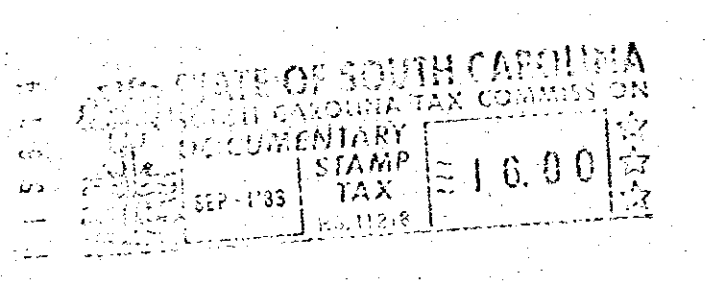
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and No/100 (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 31, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 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 situate, lying and being on the northern side of Shinleaf Court, in the County of Greenville, State of South Carolina, and known and designated as Lot 25 on a Plat of Dove Tree prepared by Piedmont Engineers dated September 18, 1972, and recorded in the R.M.C. Office for Greenville County in Plat Book 4X at Page 23, and according to a more recent survey prepared by Carolina Surveying Co. entitled "Property of Donald C. Culclasure and Kathy A. B. Culclasure" August 30, 1983, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Shinleaf Court at the joint front corner of Lots 25 and 26, and running thence with the joint line of said lots N. 15-42 E. 143 feet to an iron pin; running thence S. 52-07 E. 246 feet to an iron pin at the joint rear corner of Lots 24 and 25; running thence with the joint line of said lots S. 83-59 W. 197.5 feet to an iron pin on the northern side of Shinleaf Court; running thence with the northern side of said Court N. 46-52 W. 50 feet to an iron pin, point of beginning.

THIS is the identical property conveyed to the Mortgagors herein by deed of John V. C. Weller and Vivian Weller to be recorded simultaneously herewith.



which has the address of 6. Shinleaf Court, Greenville, South Carolina 29607 (herein "Property Address");
(Street) (City) (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.

0780

4328-172