

GREENVILLE

1987 28

SEP 22 1 03 PM '83 MORTGAGE

THIS MORTGAGE is made this 16th day of September 1983, between the Mortgagor, Phillip K. and Suzanne H. Gerard (herein "Borrower"), and the Mortgagee, The Palmetto Bank, a corporation organized and existing under the laws of 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 Sixty Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 16, 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 October 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 lying in the State of South Carolina, County of Greenville, shown as Lot 48 on plat of Collins Creek, Section 2, recorded in Plat Book 7 C at page 57 and having such courses and distances as will appear by reference to said plat.

Being the same property conveyed by Peter M. Finn by deed recorded July 8, 1981 in Deed Book 1151 at page 376 and an undivided one-half interest by Phillip K. Gerard by deed recorded November 24, 1982 in Deed Book 1177 at page 850.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
STAMP
TAX \$ 24.00

which has the address of 10 Babbs Hollow, Greenville, S. C. 29607 (Street) (City) (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 seised 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.