

FILED
GREENVILLE CO. S.C.
JAN 19 1984
JOHN W. WINSLEY
R.M.C.

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MORTGAGE

THIS MORTGAGE is made this 30th day of December 1983 between the Mortgagor, Eddie H. Bowling, Jr. and Sharon B. Bowling (herein "Borrower"), and the Mortgagee, The Palmetto Bank, a corporation organized and existing under the laws of South Carolina, whose address is 470 Haywood Road, Greenville, South Carolina 29615 (herein "Lender").

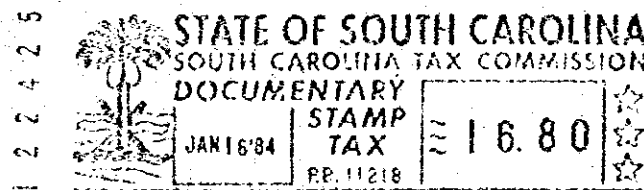
WHEREAS Borrower is indebted to Lender in the principal sum of Forty Two Thousand & No/100 (\$42,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 30, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2014;

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 certain piece, parcel or lot of land, lying and being on the northeasterly side of Oakfern Court, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 39 on plat of Oakfern Section Two, as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 6H, at Page 53, and having, according to a more recent survey entitled "Property of Eddie H. Bowling and Sharon B. Bowling", dated May 27, 1983, prepared by Freeland & Associates, Engineers, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeasterly side of Oakfern Court, said pin being the joint front corner of Lots 39 and 40 and running thence with the common line of said lots N. 5-26 E. 202.42 feet to an iron pin at the joint rear corner of Lots 39 and 40; thence S. 50-42 E. 223.9 feet to an iron pin at the joint rear corner of Lots 38 and 39; thence with the common line of said lots S. 6-58 E. 42.59 feet to an iron pin at the joint corner of Lots 38 and 39; thence with the common line of said lots S. 64-39 W. 163.8 feet to an iron pin on the northeasterly side of Oakfern Court; thence with the northeasterly side of Oakfern Court on a curve, the chord of which is N. 43-20 W. 72 feet to an iron pin the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Phyllis B. Thomas (formerly Phyllis B. Sherman) dated June 10, 1983 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1190, at Page 48, on June 13, 1983.



which has the address of 110 Oakfern Court, Simpsonville, S.C. 29681 (herein "Property Address");

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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