

State of South Carolina)
)
County of GREENVILLE)

Mortgage

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Words Used In This Document

GREENVILLE CO. S. C.

- (A) **Mortgage**—This document, which is dated January 13, 1984, will be called the "Mortgage".
- (B) **Mortgagor**—James W. and Hannah A. England 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". "Your" 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 2615 North Pleasantburg Drive, Greenville, SC 29609

- (D) **Note**—The note, note agreement, or loan agreement signed by James W. and Hannah A. England dated January 13, 1984, will be called the "Note". The Note shows that I have promised to pay Lender

\$12,438.48 Dollars plus finance charges or interest at the rate of 14% 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 situate, lying and being on the Eastern side of Creighton Drive, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot 16, Section 3, of a subdivision known as Colonial Hill, plat of which is recorded in the RMC Office for Greenville County in Plat Book BBB at Page 91, and according to said plat has the following metes and bounds to wit:

BEGINNING at an iron pin at the joint rear corner of Lots Nos. 16 and 17 and running thence with the joint line of said Lots S. 80-15 E. 160 feet to an iron pin; running thence S. 9-45 W. 115 feet to an iron pin on the Northern side of Heathwood Drive; running thence with the Northern side of said Drive N. 83-49 W. 135.5 feet to an iron pin at the intersection of Heathwood Drive and Creighton Drive, which intersection is curved, the chord of which is N. 35-16 W. 35.4 feet to an iron pin on Eastern side of Creighton Drive; running thence with the Eastern side of said Drive N. 9-45 E. 100 feet to an iron pin, point of beginning.

This being the same property conveyed to the mortgagor by deed of Betty S. Taylor, recorded in the RMC Office for Greenville County on January 20, 1983 in Deed Book 1181 at page 175.

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 have and to hold the Property, subject to the terms of this Mortgage.