

County of Greenville R.M.C. **Mortgage**

Words Used In This Document

- (A) Mortgage—This document, which is dated January 18, 19 84, will be called the "Mortgage".
- (B) Mortgagor—Charles L. and Linda K. Smith 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". "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 P.O. Box 3128, Spartanburg, S.C. 29304

- (D) Note—The note, note agreement, or loan agreement signed by Charles L. and Linda K. Smith and dated January 18, 19 84 will be called the "Note". The Note shows that I have promised to pay Lender

\_\_\_\_\_ Dollars plus finance charges or interest at the rate of \_\_\_\_\_ % per year

\$10,004.04 Dollars plus a finance charge of \$3,801.96 Dollars

which I have promised to pay in full by January 15, 1989

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:

That certain lot, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, in Gowensville School District, and being shown on a plat made for G. Harold Smith, dated November 7, 1983, by James V. Gregory, R.L.S., and being recorded in Plat Book 10-F, page 69, in the R.M.C. Office for Greenville County, and being described as follows: Beginning with an iron pin on the West side of Goodjoin Rd., about 1,000 ft. N. of S. C. Hwy. 14 and running S. 47-14 W., 200 ft. to an iron pin; thence S. 61-17 W. 465.25 ft. to an iron pin at the corner of G. Harold Smith and Staggs property; thence N. 34-39 W. 368.2 ft. to an iron pin to a branch which is the line; thence N. 4-55 E., 92 ft. along the branch to an iron pin; thence N. 43-53 E. 56.0 ft. along the branch to an iron pin; thence N. 70-05 E. 78 ft. along the branch to an iron pin; thence N. 2-12 E. 55.4 ft. along the branch to an iron pin; thence N. 14-07 E. 199.9 ft. to an iron pin corner; thence S. 42-30 E. 220.35 ft. to another corner iron pin; thence N. 47-35 E. 200.0 ft. to an iron pin corner; thence S 42-37 E., along Goodjoin Rd., 109.85 ft. to a corner iron pin; thence S. 47-26 W., 200 ft. to a corner iron pin; thence S. 42-16 E., 219.25 ft. to an iron pin corner; thence N. 47-39 E., 200 ft. to an iron pin corner on Goodjoin Rd.; thence S. 42-37 E., 110 ft. along Goodjoin Rd., to the beginning corner. Consisting of 5.93 acres, more or less. This is a part of the same conveyed ~~to the within grantor~~ by R. M. Watson by deed recorded 3-16-1961 in Deed Book 670, page 99, Greenville County R.M.C. Office. See also deed by G. Harold Smith dated Dec-ember 13, 1983, to be recorded herewith.

- (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.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
TAX  
JAN 18 1984  
\$ 54.04

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