

State of South Carolina )  
County of Greenville )

Mortgage

VOL 1651 PAGE 849

Words Used In This Document

- (A) Mortgage—This document, which is dated March 7th, 19 84, will be called the "Mortgage".
- (B) Mortgagor—Joe B. Hester & Aurie H. Hester will sometimes be called "Mortgagor" and sometimes simply "I", "Me", "my", "mine", "DO, HE, SHE, US, HER, HIS, HIS & HER" 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 Greenville, South Carolina

- (D) Note—The note, note agreement, or loan agreement signed by Joe B. Hester & Aurie H. Hester and dated March 7th, 1984, 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

\$15,802.30 Dollars plus a finance charge of \$9,833.66 Dollars

which I have promised to pay in full by March 15th, 1991

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, with the buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, near the City of Greenville, State of South Carolina, being shown and designated as Lot 192, according to Plat of Avon Park, which plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "KK", at pages 70 and 71, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Trent Drive, joint front corner of Lots 192 and 193, and running thence S. 83-00 E. 167.6 feet to an iron pin; thence S. 10-16 W. 125 feet to an iron pin, joint rear corner of Lots 191 and 192; thence N. 73-22 W. 152.5 feet to an iron pin on Trent Drive; thence around the curve of Trent Drive N. 6-09 E. 32.2 feet to an iron pin; thence continuing along Trent Drive N. 1-29 W. 66.8 feet to an iron pin, the point of beginning.

This is the same property conveyed to Joe B. Hester and Aurie H. Hester by deed from Glynn Lindsey, Inc., recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1007, at Page 276, on September 25th, 1974.

This mortgage is junior and inferior to a certain first mortgage in favor of North Carolina National Bank, which mortgage is recorded in the R.M.C. Office for Greenville County, South Carolina in REM Book 1323, at Page 434, on September 25th, 1974, and had a principal amount of \$28,350.00.

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.

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