

# MORTGAGE

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THIS MORTGAGE is made this 5 day of October 1984, between the Mortgagor, Elgin Batson (herein "Borrower"), and the Mortgagee, The Citizens and Southern National Bank, a corporation organized and existing under the laws of South Carolina, whose address is 47 East Campdown Way, Greenville, S.C. 29602 (herein "Lender").

WHEREAS Borrower has entered into an agreement with Lender under which the Lender agrees to lend to the Borrower up to a total amount outstanding at any point in time Thirty Five Thousand Dollars (\$ 35,000.00 ) Dollars which indebtedness is evidenced by Borrower's Note/Agreement dated 10/5/84 (herein "Note") providing for monthly installments of principal and interest.

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 23 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 situate, lying and being in Paris Mountain Township, Greenville County, South Carolina, on the northeastern side of Poinsett Highway, being shown as Lot No. 3, Block 2, Page 449 of the County Block Book Section and described as follows:

BEGINNING at an iron pin on the right-of-way line, northeast side of said New Buncombe Road which line is 50 feet from the center of said road, corner Bates property and running thence with said right-of-way line S. 38-57 E. 89 feet to an iron pin; thence N. 62-35 E. 182.5 feet to an iron pin; thence S. 19-0 E. 28.2 feet to an iron pin; thence N. 64-50 E. 144.1 feet to an iron pin; thence N. 29-05 W. 113.5 feet to an iron pin (near sewer line) in Bates line; thence with Bates line S. 62-25 W. 154.5 feet to an iron pin; thence continuing with Bates line N. 25-55 W. 7 feet to an iron pin; thence continuing with Bates line S. 63-36 W. 184.7 feet to the point of beginning.

This being the same property conveyed to Mortgagor by deed of Frances A. Batson, which has the address of 2808 Poinsett Highway, Greenville, S.C. 29609, recorded on August 20, 1981 in the R.M.C. Office for Greenville County in Deed Book 1153 at Page 860. (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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Insurance.** Subject to applicable law or at the option of the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.