

State of South Carolina )

County of GREENVILLE )

Words Used In This Document

- 1691-306
- FILED  
GREENVILLE CO. S.C.  
NOV 27 9 40 AM '84  
November 26, 1984
- (A) Mortgage—This document, which is the "Mortgage" of Ben Sellers and Gladys S. Sellers will sometimes be called "Mortgagor" and sometimes simply "I", "Me", "my", "mine", "myself", and "us".
- (B) Mortgagor—Ben Sellers and Gladys S. Sellers will sometimes be called "Mortgagor" and sometimes simply "I", "Me", "my", "mine", "myself", and "us".
- (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 969, Greenville, S.C. 29602

- (D) Note—The note, note agreement, or loan agreement signed by Borrowers and dated November 26, 1984 will be called the "Note". The Note shows that I have promised to pay Lender

\$65,000.00 Dollars plus finance charges or interest at the rate of SCN prime plus 1% 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 tract of land between Old Augusta Road and Augusta Road (U.S. 25 South), containing 3.489 acres more or less shown on a plat prepared by Charles K. Dunn and T. Craig Keith, Registered Surveyor on May 20, 1977, and having, according to said plat the following metes and bounds, to-wit:

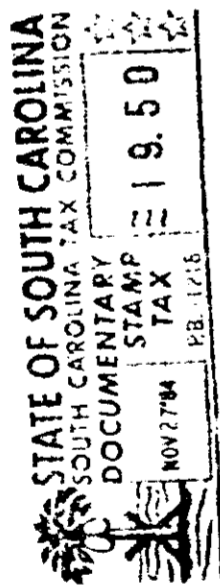
BEGINNING at the Right of Way on U. S. 25 South at the joint corner of Donald Schmauch property and running thence with the Right of Way of Old Augusta Road, S. 09-04 W. 283 feet to an old iron pin; thence with residential area, Brookside Subdivision, N. 68-25 E. 603.8 feet to an old iron pin on Old Augusta Road; then with Old Augusta Road Right of Way, N. 32-25 W. 100.8 feet; thence continuing N. 36-25 W. 100 feet; thence continuing N. 43-48 W. 98.9 feet to an iron pin; thence S. 67-03 W. 460.61 feet to the beginning corner.

This is the identical property conveyed to Ben Sellers, Jr. and Gladys S. Sellers, by deed of Leroy Cannon and C. E. Runion, dated April 26, 1979 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1104, at Page 279 on June 7, 1979.

### 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



6 2 9 0 4 1

0305

4328-172