

## MORTGAGE

THIS MORTGAGE is made this 3rd day of April, 1975, between the Mortgagor, Randall M. Carter and Karen D. Carter

(herein "Borrower"), and the Mortgagee, Bankers Trust of South Carolina, a corporation organized and existing under the laws of South Carolina, whose address is Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand and No/100---(\$30,000.00)--- Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2005;

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 21 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 certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in Greenville County, South Carolina, being known and designated as Lot 298 on a plat of Del Norte Estates, Section II, by Piedmont Engineers & Architects, dated May 22, 1971, recorded in the R. M. C. Office for Greenville County in Plat Book 4N at pages 12 and 13, and having the following metes and bounds according to a more recent plat of said lot entitled "Property of Randall M. Carter and Karen D. Carter" prepared by Webb Surveying & Mapping Company dated March 20, 1975:

Beginning at a point on the northeastern side of Del Norte Lane at the joint front corner of lots 298 and 297 and running thence with the northeastern side of Del Norte Lane, N. 57-33 W., 90 feet to a point at the joint front corner of lots 298 and 299; thence with the line of lot 299, N. 32-12 E., 168.3 feet to a point in Brushy Creek; ~~thence~~ thence, S. 64-32 E., 56.1 feet; thence, S. 33-42 E., 36.5 feet to an iron pin; thence, with the line of lot 297, S. 32-12 W., 160.9 feet to the point of beginning.



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, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 in the event this Mortgage is on a leasehold) are herein 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.