

APR 7 3 50 AM '81  
DONNIE T. LANKERSLEY  
R.M.C.

1537 418

# MORTGAGE

THIS MORTGAGE is made this 6th day of April, 1981, between the Mortgagor, HARVEY GOLDSTEIN (herein "Borrower"), and the Mortgagee, THE SOUTH CAROLINA NATIONAL BANK, a corporation organized and existing under the laws of South Carolina, whose address is Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY-SIX THOUSAND EIGHT HUNDRED & NO/100 (\$66,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 6, 1981 (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, 2011.

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 situate, lying and being in the State of South Carolina, County of Greenville, on the southern side of Shawn Drive and being known as Lot No. 33 of a subdivision known as Rustic Estates, as shown by Plat of Harvey Goldstein and Ellen Goldstein by R. B. Bruce, Carolina Surveying Company, dated March 24, 1981, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Shawn Drive at the joint front corner of Lots No. 2, 32 and 33 and running thence S. 42-01 W. 189.57-feet to a point; thence S. 42-19 W. 110-feet to a point on Wateroak Way; thence N. 37-04 E. 150-feet to a point at the intersection of Wateroak Way and Shawn Drive; thence with the intersection, N. 83-32 E. 34.42-feet to a point; thence along Shawn Drive S. 50-00 E. 99.60-feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of Werber Co., Inc. being recorded herewith and conveyed to Werber Co., Inc. by deed of The South Carolina National Bank as recorded in the R.M.C. Office for Greenville County in Deed Book 1066, at Page 335 on October 6, 1977.

RECORDED  
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R.M.C. OFFICE  
GREENVILLE, S.C.

which has the address of 101 Wateroak Way Mauldin, South Carolina (herein "Property Address");  
(Street) (City)  
(State and Zip Code)

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 if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised 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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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