

ORIGINAL FILED
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SOUTH CAROLINA
MORTGAGE

BOOK 1566 PAGE 779

THIS MORTGAGE is made this 25th day of March 1982, between the Mortgagor, Melvin R. Hutson (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 Camperdown Way, Greenville SC 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 Forty-seven thousand, two-hundred dollars (\$47,200.00) Dollars which indebtedness is evidenced by Borrower's Note/Agreement dated 3-25-82 (herein "Note") providing for monthly installments of principal and interest.

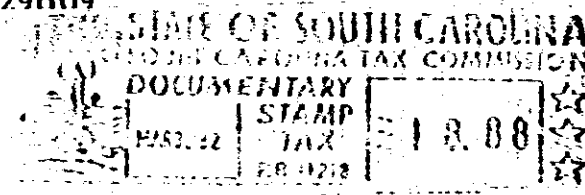
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 certain piece, parcel or lot of land situate, lying and being at the southwestern corner of the intersection of N. Main St. & Hillcrest Dr., in the City & County of Greenville SC, being shown as a portion of Lots 1 & 2 on a plat of Highland Terrace, Block A, dated 5-7-18, prepared by R.E. Dalton, Engineer, recorded in the RMC Office for Greenville County in Plat Book "E", page 101 & 102 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southwestern corner of the intersection of Hillcrest Dr. and N. Main St. and running thence along N. Main St. S. 19-47 W., 118.2 ft. to an iron pin; thence with a new line across Lots 1 & 2, N. 66-30 W. 161.3 ft., more or less, to an iron pin in the joint line of Lots #2 & 3, thence along the joint line of Lots 2 & 3, N. 23-30 E. 118 ft. more or less to an iron pin on the southern side of Hillcrest Dr; thence with the southern edge of Hillcrest Dr., S. 66-30 E. 153.7 ft. more or less, to the point of beginning.

This is the same property conveyed to Melvin R. Hutson by virtue of a deed from Frank H. Kaufmann, Jr. and filed with the RMC Office for Greenville County, in vol 1062 page 545 on August 15, 1977. which has the address of 1307 N. Main St., Greenville, SC 29609

South Carolina (herein "Property Address");
[Zip Code]



TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns improvements now or hereafter erected on the property, and all easements, rights and appurtenances in anywise connected with the property, 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.

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