

State of South Carolina )

Mortgage

BOOK 1606 PAGE 310

County of Greenville )

FILED

Words Used In This Document GREENVILLE S C

(A) Mortgage—This document, which is dated May 9, 1983, will be called the "Mortgage".

(B) Mortgagor—Carl R. Echols will sometimes be called "Mortgagor" and sometimes simply "I", "Me", "my", "mine", "myself", and "us" refer to the Mortgagor.

(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, SC 29602

(D) Note—The note, note agreement, or loan agreement signed by Carl R. & Glenda B. Echols and dated May 3, 1983 will be called the "Note". The Note shows that I have promised to pay Lender

\$23,009.24 Dollars plus finance charges or interest at the rate of 15 % per year

\_\_\_\_\_ Dollars plus a finance charge of \_\_\_\_\_ Dollars

which I have promised to pay in full by May 5, 1993

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 certain piece, parcel or lot of land, situate, lying and being on the south side of Settlement Road in Greenville County, State of South Carolina, near Travelers Rest being known and designated as a 5 acre tract of land as shown on survey for Carl R. Echols made by Jeffery M. Plumblee, Surveyor, March 30, 1982 recorded in the RMC Office for Greenville County, S.C. in Plat Book 8-7 at Page 37 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a spike in Settlement Road at the joint corner of other property now or formerly owned by Mittie B. Waddell and runs thence S. 28-52 E. 328.2 feet to an iron pin; thence S. 60-56 W. 710 feet to an iron pin; thence N. 28-30 W. 249 feet to a spike in Settlement Road; thence along Settlement Road the following courses and distances; N. 50-28 E. 172.3 feet; N. 52-40 E. 129.4 feet N. 55-43 E. 122.6 feet; N. 57-57 E. 119 feet and N. 60-39 E. 170 feet to the beginning corner.

This is the same property conveyed to the Mortgagor herein by deed of Mittie B. Waddell, acting by and through her Attorney-in-Fact, S. P. Batson, dated April 14, 1982, and recorded in the Office of the RMC for Greenville County in Deed Book 1165 at Page 355 on April 14, 1982.

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.

STATE OF SOUTH CAROLINA  
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