

State of South Carolina)
County of Greenville)

Mortgage

1608 572

GREENVILLE FILED

MAY 27 1983

Words Used In This Document

- (A) Mortgage—This document, which is dated May 27, 1983, will be called the "Mortgage".
- (B) Mortgagor—MICHAEL A. WOLFE and / JOYE V. McGRADY 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 Post Office Drawer 969, Greenville, SC 29602
- (D) Note—The note, note agreement, or loan agreement signed by Michael A. Wolfe and Joye V. McGrady dated May 27, 1983, will be called the "Note". The Note shows that I have promised to pay Lender
- \$55,000.00 Dollars plus finance charges or interest at the rate of 11.50 % per year
- _____ Dollars plus a finance charge of _____ Dollars
- which I have promised to pay in full by November 23, 1983
- 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 tract of land lying, being and situate in the County of Greenville, State of South Carolina, being known and designated as Lot 29 on plat entitled "Revision of Forest Acres, Section II" recorded in the RMC Office for Greenville County, South Carolina in Plat Book 9-F at Page 72 and being further described on a plat entitled "Property of Michael A. Wolfe and Joye V. McGrady" dated May 26, 1983, prepared by Carolina Surveying Company, R. B. Bruce, RLS, and having according to said plat the following metes and bounds, to-wit: BEGINNING at a point 890 feet, more or less, from the intersection of Indian Trail and Choctaw Court joint front corner of Lots 28 and 29 and running thence S. 53-14 W. 244.11 feet to a point; thence along property now or formerly of Henderson N. 17-52 W. 128.26 feet to a point; thence N. 63-16 E. 207.42 feet to a point on the western side of Indian Trail; thence along Indian Trail S. 35-23 E. 85.14 feet to a point on the western side of Indian Trail, joint front corner of Lots 28 and 29, the point of Beginning.

This being the same property conveyed to the mortgagors herein by deed of The Fortis Corporation dated May 25, 1983 and recorded in the RMC Office for Greenville County, South Carolina on May 27, 1983 in Deed Volume 1187 at Page 48.

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.

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