

MORTGAGE

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THIS MORTGAGE is made this 22nd day of August 1983 between the Mortgagor, George G. Kimbrough & Frances S. Kimbrough, herein "Borrower", and the Mortgagee, GOVERNMENT CORPORATION OF SOUTH CAROLINA, a corporation organized and existing under the laws of State of South Carolina, whose address is Piedmont East Building, Suite 500A, 37 Villa Road, Greenville, South Carolina 29615, herein "Lender".

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 11,400.00 which indebtedness is evidenced by Borrower's note dated August 22, 1983, and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on September 1, 1992;

TO SECURE to Lender 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, 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 those pieces, parcels or lots of land in the County of Greenville,, State of South Carolina, shown and designated as Lots Nos. 112 and 113 on a plat of Oak Crest, prepared by C. C. Jones, Engr., and recorded in the RMC Office for Greenville County, S. C., in Plat Book "GC" at Pages 130 and 131, said lots having the following metes and bounds, when described together, to-wit:

Beginning at an iron pin on the southerly side of McLendon Drive, at joint front corner of Lots Nos. 112 and 98, and running thence with the southerly side of McLendon Drive, N. 60-02 E. 164.2 feet to an iron pin; thence on a curve, the chord of which is S. 59-05 E. 46.2 feet to an iron pin on the westerly side of Garren Drive; thence with the westerly side of Garren Drive S. 1-49 W. 110 feet to an iron pin; thence running S. 88-49 W. 59.1 feet to an iron pin; thence S. 36-27 W. 87.4 feet to an iron pin at joint rear corner of Lots Nos. 112 and 98; thence with the joint line of Lots Nos. 112 and 98 N. 29-58 W. 135 feet to the point of Beginning.

The within conveyance is subject to utility easements, rights-of-way, and restrictions of record.

This being the same property conveyed to the grantor herein by deed of Franklin G. Phillips, Jr. dated May 16, 1966 and recorded in the RMC Office for Greenville County in Deed Book 798 at Page 325. As a part of the consideration the grantee assumes and agrees to pay the balance due on that certain mortgage from Franklin G. Phillips, Jr. to Aiken Loan and Security Company, said mortgage having been recorded in the RMC Office for Greenville County in Mortgage Book 900, Pg. 43.

This also being the same property conveyed to Frances S. Kimbrough by deed of George G. Kimbrough recorded October 24, 1960 in Deed Book 1136 at Page 76.

which has the address of 9 Garren Drive Greenville South Carolina 29611 therein "Property Address";

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 and rents, all of which 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 for the leasehold estate if this Mortgage is on a leasehold estate hereinafter 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, 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 a written waiver by 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 therein "Funds" equal to one twelfth of the yearly taxes and assessments (including condominium and

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