

GREENVILLE FILED

1528 991

MORTGAGE

THIS MORTGAGE is made this 30th day of September, 1983, between the Mortgagor, John P. Britton (herein "Borrower"), and the Mortgagee, Southern Bank & Trust Company, a corporation organized and existing under the laws of the State of South Carolina whose address is P.O. Box 17 Hilton Head Island, South Carolina, 29938 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-five Thousand Six Hundred and no/100 (\$65,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 30, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2013.

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, with any and all improvements thereon, fronting 70 feet on the southeast side of Mount Vista Avenue (Mountivista Avenue), in the City of Greenville, Greenville County, South Carolina, being shown and designated as Lot No. 179 on a plat entitled "Second Revision of Traxler Park", dated March, 1923, and recorded in Plat Book F at Pages 114 and 115 in the R.M.C. Office for Greenville County, and having such courses and distances, metes and bounds as will be shown by reference to said plat, which plat is incorporated herein by reference.

This conveyance is subject to all restrictions, set back lines, roadways, zoning ordinances, easements and rights-of-way, if any, affecting the above described property.

This is the identical property conveyed to John P. Britton and Dorothy R. Britton by Caroline B. Jenkinson and Vivian M. Bridges by deed dated May 20, 1972, recorded July 18, 1972 in Deed Book 949 at Page 261 in the R.M.C. Office for Greenville County. The said Dorothy R. Britton conveyed her interest in the above described property unto John P. Britton by deed recorded simultaneously herewith.

RECORDED IN DEED BOOK 1528 PAGE 991
SEP 20 1983

which has the address of 44 Mount Vista Avenue Greenville
[Street] [City]
South Carolina, 29605 (herein "Property Address");
[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.

1528 991

1528 991