

County of Greenville

## Mortgage

Words Used In This Document

- SEP 14 1984  
 FILED  
 GREENVILLE  
 SEP 14 1984
- (A) Mortgage—This document, which is dated September 13, 1984, will be called the "Mortgage" of Terry Hicks, a/k/a Sharon L. Hicks.
- (B) Mortgagor—Sharon L. Hicks, a/k/a Terry Hicks 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, South Carolina 29602
- (D) Note—The note, note agreement, or loan agreement signed by Terry Hicks, Sharon L. Hicks and dated September 13, 1984 will be called the "Note". The Note shows that I have promised to pay Lender
- \$7,002.13 Dollars plus finance charges or interest at the rate of 14 % per year
- \_\_\_\_\_ Dollars plus a finance charge of \_\_\_\_\_ Dollars
- which I have promised to pay in full by September 20, 1989
- 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 on the northwestern corner of the intersection of Sunset Drive and Waccamaw Avenue in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot 72 on plat #2 of Sunset Hills recorded in Plat Book P at Page 19 in the RMC Office for Greenville County and having the following metes and bounds:

Beginning at an iron pin at the northwestern corner of the intersection of Sunset Drive and Waccamaw Avenue, and thence with the northwestern side of Sunset Drive N. 4110 W. 75 feet to an iron pin at corner of Lot 71; thence with line of Lot 71 N. 4850 E. 175 feet to an iron pin on the a five foot strip reserved for utilities; thence with said five foot strip S. 4110 E. 75 feet to an iron pin on Waccamaw Avenue; thence with the northwestern side of said Waccamaw Avenue S. 4850 W. 175 feet to the point of beginning.

This is the same property conveyed to the Grantors herein by the Deed of Jerry Lynn Cummins and Shirley Ann Cummins, said Deed being recorded in the RMC Office for Greenville County in Deed Book 998 at Page 250.

This is a second mortgage, junior to that given to the C. Douglas Wilson Company in the original amount of \$23,000.00, said mortgage being recorded in the RMC Office for Greenville County in Mortgage Book 1309 at Page 199, recorded on May 3, 1974.

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.