

State of South Carolina)
County of Greenville)

Mortgage

FILED GREENVILLE S.C. VOL 1683 PAGE 90
SEP 25 3 30 PM '84
DONNIE S. WATERSLEY

Words Used In This Document

- (A) **Mortgage**—This document, which is dated September 20, 1984, will be called the "Mortgage".
- (B) **Mortgagor**—Jerry M. Earl and Betty H. Earl 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, S.C. 29602

- (D) **Note**—The note, note agreement, or loan agreement signed by Jerry M. Earl and Betty H. Earl and dated September 20, 1984 will be called the "Note". The Note shows that I have promised to pay Lender

_____ Dollars plus finance charges or interest at the rate of _____ % per year

\$10,000.00 Dollars plus a finance charge of \$3,987.80 Dollars

which I have promised to pay in full by October 25, 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 piece, parcel or lot of land, in Oaklawn Township, Greenville County, State of South Carolina, containing ONE (1) ACRE, more or less, according to a plat of the property of Jerry M. and Betty H. Earl, made by Carolina Surveying Co., dated June 2, 1977 and being located on Old Hundred Road and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the Old Hundred Road and running thence along line of property now or formerly of Earl Chapman, North 33-30 East 380 feet to an iron pin; running thence along line of property now or formerly of Joe Hawthorne, North 54-45 East 115 feet to an iron pin; thence South 33-30 East 380 feet to an iron pin in Old Hundred Road; running thence slong Old Hundred Road, South 54-45 West 115 feet to the point of beginning.

This being the same property conveyed to Mortgagors herein by deed of Joe Hawthorne and Blanch C. Hawthorne recorded in the RMC Office for Greenville County in Deed Book 1059, Page 410 on June 28, 1977.

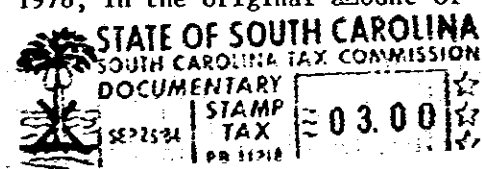
It is understood that this mortgage is second and junior in lien to that certain mortgage held by American Federal Bank, recorded in Book 1428, Page 364, in the RMC Office for Greenville County on April 10, 1978, in the original amount of \$26,000.00.

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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