

State of South Carolina)

County of GREENVILLE)

Mortgage

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Words Used In This Document

- (A) Mortgage—This document, which is dated June 5, 1984, will be called the "Mortgage".
- (B) Mortgagor—Horace and Cheryl Berry 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 South Carolina National Bank, Greenville, SC 29602
P. O. Drawer 969

- (D) Note—The note, note agreement, or loan agreement signed by Horace and Cheryl Berry and dated May 30, 1987, 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

\$10,497.38 Dollars plus a finance charge of \$4,243.42 Dollars

which I have promised to pay in full by June, 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 those pieces, parcels or lots of land in Chick Springs Township, Greenville County, State of South Carolina, being known and designated as Lots 1, 2, and 3 Section No. 3, Peace Haven, as shown on Plat thereof, recorded in the RMC Office for Greenville County in Plat Book ZZ at Page 95 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin at the end of Lake Side Drive and running thence S. 26-42 E. 190 feet to an iron pin on a lake; thence along said lake as the line, the chord being S. 67-39 W. 100 feet to an iron pin at the joint rear corner of Lots 1 and 2; thence still along said lake as the line, the chord being S. 54-20 W. 101.3 feet to an iron pin at the joint rear corner of Lots 2 and 3; thence still with said lake as the line, the chord being S. 49-45 W. 102.8 feet to an iron pin at the joint rear corner of Lots 3 and 4; thence along the line of Lot 4 N. 26-42 W. 228 feet to an iron pin on the southeastern side of Lakeside Drive at the joint front corner of Lots 3 and 4; thence along Lakeside Drive N. 64-07 E. 300 feet to the beginning corner.

This is the same property conveyed to the mortgagors by deed of Virginia B. Mann dated January 3, 1972 and recorded in Deed Book 934 at Page 63 in the RMC Office of Greenville County, South Carolina.

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.