3 13 PH 170

BOOK 1483 PAGE 35

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

DONNE GARRERSLEY

MORTGAGE OF REAL PROPERTY

WITNESSETH THAT, WHEREAS, Mortgagor is indebted to Mortgagee for money loaned for which Mortgagor has executed and delivered to Mortgagee a Note of even date herewith in the principal sum of Twe1ve Thousand and 00/100------ (\$\frac{12,000.00}{0.00}\$), the final payment of which is due on Qctober 15 19 89, together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the Note and this Mortgage by the conveyance of the premises hereinafter described:

ALL that lot of land in Greenville County, State of South Carolina, on the eastern side of Merrifield Drive, near the City of Greenville, being known as Lot 94 on a plat of Merrifield Park recorded in the RMC Office for Greenville County in Plat Book OCO-177, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Merrifield Drive at the corner of Lots 93 and 94, and running thence along the joint line of said Lots, S. 88-40 E. 187.5 feet to an iron pin at the corner of Lot 92; thence along the line of said Lot, S. 45-51 E. 41.2 feet to an iron pin; thence S. 5-00 E. 70 feet to an iron pin at the corner of Lot 96; thence with the line of Lot 96, N. 85-00 W. 120 feet to an iron pin at the corner of Lot 95; thence N. 87-21 W. 119.6 feet to an iron pin on Merrifield Drive; thence along Merrifield Drive, N. 8-50 E. 105 feet to an iron pin; thence continuing with said Drive, N. 1-20 E. 4.2 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by Deed of Richard A. Coste and Dorothy W. Coste, which Deed is dated October 1, 1979, and is to be recorded herewith in the RMC Office for Greenville County.

The Mortgagee's mailing address is 37 Villa Road. Piedmont East. Suite 400, Greenville, S. C. 29615

AVIDARA HIUOS 10 STATE OF SOUTH CAROUNA HOSENMANDS XAT AND SUBSTANCE OF SOUTH CAROUNA HOSEN AND SUBSTANCE OF SUBSTANCE OF

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including but not limited to all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and also together with any screens, window shades, storm doors and windows, screen doors, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not).

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee, its successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simple; that the premises are free and clear of all encumbrances except for a prior Mortgage, if any; and that Mortgagor will warrant and defend title to the premises against the lawful claims of all persons whomsoever.

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows:

- 1. NOTE PAYMENTS. Mortgagor shall make timely payments of principal and interest on the above mentioned Note in the amounts, in the manner and at the place set forth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
- 2. TAXES. Mortgagor shall pay all taxes, charges and assessments which may become a lien upon the premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Mortgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date of this Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the whole principal sum (together with interest) secured by this Mortgage shall, at the option of Mortgagee, its successors and assigns, without notice become immediately due and payable.

E VO OCUV

) (1