

10. S. C.
PH '80
WISLEY

BOOK 1510 PAGE 207

MORTGAGE

THIS MORTGAGE is made this 31 day of JULY, 1980, between the Mortgagor, JOHN KENNETH NICKLES & BARBARA M. NICKLES (herein "Borrower"), and the Mortgagee, SOUTH CAROLINA NATIONAL BANK, a corporation organized and existing under the laws of the United States of America, whose address is PO Drawer 969 Greenville, S. C. 29602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY SIX THOUSAND FIVE HUNDRED TWENTY-FOUR & 11/100 (\$46,524.11) Dollars, which indebtedness is evidenced by Borrower's note dated July 31, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 30, 1986.

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 piece, parcel or lot of land in the county of Greenville, state of South Carolina, being known and designated as Lot No. 16 on plat of KENDAL GREEN SUBDIVISION, prepared by Webb Surveying & Mapping Co., November, 1962, recorded in Plat Book XX at page 115 in the RMC Office for Greenville County, S. C., and having according to said plat the following courses and distances, to-wit:

Beginning at an iron pin on the western side of West Circle Avenue, the joint front corner of Lots 15 and 16, and running thence with the joint line of said lots N. 53-01 W. 157 feet to a point, the joint rear lines of Lots Nos. 15 & 16; thence with the joint line of lots Nos. 16 and 12, N. 35-37 E. 100 feet to an iron pin on the southern side of Kendal Green Drive; thence along the southern side of said drive, S. 54-23 E. 147.3 feet to a point at the intersection of Kendal Green Drive and West Circle Avenue; thence S. 6-38 E. 26.7 feet to a point on the western side of West Circle Avenue; thence with the western side of said Avenue, S. 41-06 W. 85 feet to the point of beginning.

This is the same property conveyed to mortgagors by Dorothy R. Glenn by deed dated and recorded January 22, 1976 recorded in deed vol. 1030 page 528 of the RMC Office for Greenville County, S. C.

This mortgage is junior in lien to that certain mortgage held by Fidelity Federal Savings and Loan Association in the original amount of \$28,750.00 dated and recorded January 22, 1976 in mortgage vol. 1358 page 615, and to Real Property Agreement dated Jan. 9, 1978 recorded Jan. 18, 1978 in vol. 1072 page 133 of the RMC Office for Greenville County, S. C.

House No. 202
which has the address of Lot 16, West Circle Avenue, Kendal Green Subd., Greenville
(Street) (City)
SC 29607 (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 seized 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.

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