

S.C.  
1982  
WISLEY

BOOK 1576 PAGE 766

# MORTGAGE

THIS MORTGAGE is made this 30th day of July 1982, between the Mortgagor, Albert Y. Hyndshaw, III and Elizabeth H. Hyndshaw (herein "Borrower"), and the Mortgagee, American Service Corporation, a corporation organized and existing under the laws of the State of South Carolina, whose address is P.O. Box 1268 Greenville, S.C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Nine Thousand Seven Hundred Fifty and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated July 30, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2012

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 certain piece, parcel or lot of land, situate on the southern side of Powderhorn Road and on the eastern side of Rapidan Court, in the County of Greenville, State of South Carolina, the same being shown as Lot No. 302 on a plat of Powderhorn, Map 1, Section 4, recorded in the Office of the RMC for Greenville County in Plat Book 8-P at Page 22 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Powderhorn Road at the joint front corner of Lot 302 and Lot 303 and running thence with Powderhorn Road S 88-12-01 E 81.95 feet to an iron pin; thence S 52-53-10 E 36.87 feet to an iron pin on the eastern side of Rapidan Court; thence with said Court S 10-23-56 E 3.67 feet to an iron pin; thence still with said Court S 10-18-21 W 35.36 feet to an iron pin; thence still with said Court S 3-46-19 W 45.77 feet to an iron pin at the corner of Lot 301 and Lot 302; thence S 66-32 W 134.58 feet to an iron pin at the joint rear corner of Lot 303 and Lot 302; thence with the lot line of Lot 303 N 7-17-51 E 163.81 feet to the beginning corner.

This is the same property conveyed to the Mortgagors by deed of the Mortgagee, dated and recorded of even date herewith.

LOVE, THORNTON, ARNOLD & THOMASON  
File # \_\_\_\_\_ City, Date Sec. 11  
N. Owner Albert Y. Hyndshaw, III  
Rev. 2% # \_\_\_\_\_

which has the address of 101 Rapidan Court, Simpsonville, S.C. 29681 (Street) (City)  
(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 seised 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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