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With the Land Company

## MORTGAGE

WHEREAS. Borrower is indebted to Lender in the principal sum of U.S. S. 8,000.00.

which indebtedness is evidenced by Borrower's note dated . August 13, 1982.... and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on ... August 1, 1992......

TO SECURE to Lender 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. 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 in the State of South Carolina, County of Greenville, lying on the eastern side of Coolbrook Drive near the City of Greenville, being shown as Lot No. 48 on a plat of Magnolia Acres, recorded in Plat Book GG at Page 133, being more particularly shown on a plat of the property of Francis Earl Barfield prepared by R. B. Bruce, December 5, 1959, and according to said plat being more particularly described as follows:

BEGINNING at an iron pin on the eastern side of Coolbrook Drive at the front corner of Lot 49 and running thence with the line of said lot, S. 75-33 E. 175 feet to an iron pin at the rear corner of Lot 47; thence with the line of said lot, S. 47-40 W. 158.2 feet to an iron pin on the eastern side of Coolbrook Drive; thence with the eastern side of said drive, N. 49-50 W. 7 feet to a point; thence continuing with the curve of the eastern side of said drive, the following N. 35-03 W. 74.9 feet, N. 2-49 W. 84.5 feet to the beginning.

The above property is the same property conveyed to Michael C. Yost by deed of J & B Investment Company, a South Carolina General Partnership, recorded August 5, 1982 in Deed Book 1171 at Page 559.

PECUMENTARY
STATE

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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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