

State of South Carolina

County of Greenville

Words Used In This Document

NOV 9 2 21 PM 1982
Mortgage
JOHNIE S. BANKERSLEY
R.M.C.

BOOK 1585 PAGE 426

- (A) Mortgage—This document, which is dated NOV. 1, 19 82, will be called the "Mortgage".
- (B) Mortgagor—ALAN A. DUKE 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 P.O. Box 969 GREENVILLE
- (D) Note—The note, note agreement, or loan agreement signed by ALAN A. DUKE and dated NOV. 1, 1982, will be called the "Note". The Note shows that I have promised to pay Lender Two Thousand Dollars plus finance charges or interest at the rate of 17.50 % per year _____ Dollars plus a finance charge of _____ Dollars which I have promised to pay in full by _____
 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 that lot of land with the buildings and improvements thereon situate, lying and being on the South side of Capewood Road and the East side of Agewood Drive, in the Town of Simpsonville, Austin Township, Greenville County, South Carolina, being shown as Lot 442, Section V, Sheet Two on the plat of Westwood Subdivision, made by Piedmont Engineers and Architects, November 28, 1972, recorded in the RMC Office for Greenville County, S.C. in the Plat Book 4X, Page 63, and having according to a more recent plat entitled "Property of Alan A. Duke", dated August 7, 1980, prepared by Carolina Surveying Company, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Capewood Road at the joint corner of Lots 442 and 452 and runs thence along the line of Lot 452 S.2-54 W. 103.3 feet to an iron pin; thence along the line of Lot 443 N. 86-34 W., 139.9 feet to an iron pin on the East side of Agewood Drive; thence along Agewood Drive N. 2-50 E. 70 feet to an iron pin at the intersection of Agewood Drive and Capewood Road; thence with the intersection of said drive and road N. 46-36 E. 36.3 feet to an iron pin on the south side of Capewood Road; thence along Capewood Road S. 89-58 E., 115 feet to the beginning corner.

This is the same property conveyed to James G. Haloulos and Mary T. Haloulas by deed of Builders & Developers, Inc. recorded in the RMC Office for Greenville County in Deed Book 995, Page 249 on March 13, 1974 and whereby James G. Holoulos conveyed his one-half interest to Mary T. Haloulos by deed recorded in the RMC Office for Greenville County in Deed Book 1009, Page 719 on October 31, 1974.

- The Property also includes the following: This conveyance is made subject to all easements, restrictions, setback lines, roadways and right of way, if any, affecting the above described property.
- (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.

REC'D --- 2 NO 982 1339

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