

GREENVILLE S.C.
FILED
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DONNIE S. [unclear]

MORTGAGE

THIS MORTGAGE is made this 19 day of April 1983, between the Mortgagor, William A. Phillips and Tina B. Coln Phillips (herein "Borrower"), and the Mortgagee, The Citizens and Southern National Bank of S.C., a corporation organized and existing under the laws of South Carolina whose address is 47 East Camperdown Way, Greenville, S.C. 29602 (herein "Lender").

WHEREAS Borrower has entered into an agreement with Lender under which the Lender agrees to lend to the Borrower up to a total amount outstanding at any point in time Twenty Six Thousand, Eight Hundred Twenty (\$ 26,820.00) Dollars which indebtedness is evidenced by Borrower's Note/Agreement dated 4/19/83 (herein "Note") providing for monthly installments of principal and interest.

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 23 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, situate, lying and being near the City of Greenville, South Carolina, in the County of Greenville, on the southwest side of the Old Spartanburg Road, containing 0.69 acre, as shown on plat of property of E. E. Peden dated April 10, 1967, prepared by C.O. Riddle, Registered Land Surveyor, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center line of Old Spartanburg Road and running thence S. 44-38 E. 25 feet to an iron pin at the edge of the Old Spartanburg Road; thence continuing S. 44-38 E. 175 feet to an iron pin in line of property now or formerly of Elmore; thence turning and running S. 43-24 W. 150 feet to an iron pin; thence turning and running N. 44-38 W. 175 feet to an iron pin at the edge of the Old Spartanburg Road; thence continuing N. 44-38 W. 25 feet to a point in the center line of the Old Spartanburg Road; thence turning and running N. 43-24 E. 150 feet along the center line of the Old Spartanburg Road to a nail and cap, the point of BEGINNING. This being the same property conveyed the mortgagor by deed of Elizabeth Peden Smith, Richard S. Peden, Mary Jane Peden, Patricia Smith Penland, John W. Peden and Fred Durham Peden of even date and to be recorded herewith.

which has the address of 4318 E. North Street Extension Greenville South Carolina 29615 (herein "Property Address");

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 at the option of the 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 planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

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