

FILED  
GREENVILLE S.C.  
JUN 14 4 04 PM '83  
DONNIE S.

# MORTGAGE

BOOK 1611 PAGE 366

THIS MORTGAGE is made this 13. . . . . day of . . . . . June . . . . .  
19. 83 . . . . ., between the Mortgagor, Nancy P. Kelly, n/k/a Nancy L. Smith . . . . .  
. . . . . (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").

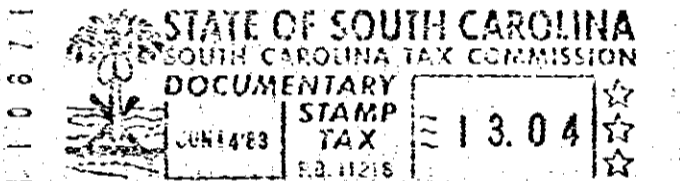
WHEREAS Borrower has entered into an agreement with Lender under which the Lender agrees to lend to the  
Borrower up to a total amount outstanding at any point in time Thirty Two Thousand, Five Hundred Sixty  
(\$ 32,560.00 . . . ) Dollars which indebtedness is evidenced by Borrower's Note/Agreement dated . . . 6/13/83 . . .  
(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 Mort-  
gage, 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 certain piece, parcel or lot of land situate, lying and being in the County  
of Greenville, State of South Carolina, on the southern side of Laconia Drive and  
being known and designated as Lot 23 on plat of HAMPSHIRE HILLS recorded in the RMC  
Office for Greenville County in Plat Book 4-R at Page 44 and having such metes and  
bounds as shown thereon, reference to said plat being made for a more complete  
description.

THIS is the same property as that conveyed to the Mortgagor herein by deed from  
Kenneth Wayne McIntosh and Judy Ann C. McIntosh recorded in the RMC Office for  
Greenville County in Deed Book 1108 at Page 122 on July 30, 1979.

THE mailing address of the Mortgagee herein is P.O. Box 1449, Greenville, SC 29602



which has the address of Rt. 4, Box 655, 23 Laconia Drive . . . . . Travelers Rest . . . . .  
[Street] [City]  
South Carolina . . . . . 29690 . . . . . (herein "Property Address");  
[Zip Code]

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the im-  
provements 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 in-  
debtedness 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 ap-  
ply 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 an-  
nual 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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