

**MORTGAGE**

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THIS MORTGAGE is made this 22nd day of August 1983, between the Mortgagor, Danny C. Mills and Carolyn T. Mills, herein "Borrower", and the Mortgagee, The Mortgage Corporation of South Carolina, a corporation organized and existing under the laws of the State of South Carolina, whose address is Piedmont East Building, Suite 500A, 37 Villa Road, Greenville, South Carolina, 29615, herein "Lender".

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 21,700.00 which indebtedness is evidenced by Borrower's note dated August 22, 1983 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 September 1, 1995;

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 Gantt Township, in Greenville County, State of South Carolina, being known and designated as Lot No. 180 on plat of Augusta Acres, property of Marsmen, Inc., recorded in the RMC Office for Greenville County in Plat Book S, at page 201 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Henderson Avenue, joint corner of Lots Nos. 179 and 180 and running thence with the line of Lot No. 179, N. 1-56 W. 239.5 feet to an iron pin; thence with the rear of Lot No. 167, S. 86-5 W. 100 feet to an iron pin, joint corner of Lots Nos. 180 and 181; thence with the line of Lot No. 181, S. 1-56 E. 230.5 feet to an iron pin on the north side of Henderson Avenue; thence with the north side of Henderson Avenue, S. 88-04 E. 100 feet to an iron pin, the point of beginning.

This is the same lot conveyed to grantor by William R. Hester and Aleatha B. Hester by deed recorded December 8, 1970 in vol. 904, page 240 and is conveyed subject to the restrictions recorded in deed book 391 page 75 applicable to Augusta Acres, and to any recorded rights of way or easements.

This also being the same property conveyed to Danny C. Mills and Carolyn T. Mills by deed of Charles Bennett recorded May 20, 1971 in Deed Book 915, page 528.

which has the address of 117 Henderson Avenue Greenville South Carolina 29605 (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 for the leasehold estate if this Mortgage is on a leasehold are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized 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 therein "Funds" equal to one-twelfth of the yearly taxes and assessments (including condominium and

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