

FILED
GREENVILLE
SEP 21 11 20 AM '83

MORTGAGE

THIS MORTGAGE is made this 20th day of September 19 83, between the Mortgagor, Bobby C. Stokes and Hazel M. Stokes (herein "Borrower"), and the Mortgagee, FIRST STATE SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of South Carolina, whose address is P.O. Box 1090 — Spartanburg, South Carolina 29304 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 20, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2003

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 21 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 U. S. Highway 176, as shown by plat prepared by Joe E. Mitchell, RLS, dated March 18, 1976, entitled "Survey for Bobby Stokes", and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southwestern corner of said lot and running S. 2-34 W., 270.0 feet to an iron pin; thence N. 61-09 W., 25.0 feet to an iron pin; thence S. 2-39 W., 174.8 feet to an iron pin; thence N. 61-09 W., 100 feet to an iron pin; thence N. 10-25 E., 281.1 feet to an iron pin; thence N. 8-31 W., 174.1 feet to an iron pin; thence N. 38-5 W., 29.6 feet to an iron pin; thence N. 43-28 E., 20.0 feet to an iron pin; thence S. 47-12 E., 150.4 feet to an iron pin: the point of beginning, and containing 0.90 acres.

This being the same property conveyed to Bobby C. Stokes by Paul Reneau, deed dated April 24, 1976 and recorded April 27, 1976 in Volume 1035 at page 314, RMC Office for Greenville County, South Carolina. See also deed of Lillian P. Lockhart Guffey to Bobby C. Stokes, recorded April 28, 1976 in Volume 1035 at page 388, RMC Office for Greenville County, South Carolina.

RECORDED
SOUTH CAROLINA
FIDELITY
STAMP
TAX \$ 20.00

which has the address of Route 1, Box 324, Landrum, S. C., South Carolina 29356 (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, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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