

Words Used In This Document

- (A) Mortgage—This document, which is dated December 15, 1983, will be called the "Mortgage".
- (B) Mortgagor—R. deMaistre 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 15 South Main Street, Greenville, South Carolina
- (D) Note—The note, note agreement, or loan agreement signed by Gerard M. & Laurence R. deMaistre and dated December 15, 1983, will be called the "Note". The Note shows that I have promised to pay Lender ^{SCN prime} \$101,000.00 Dollars plus finance charges or interest at the rate of plus 1% per year Dollars plus a finance charge of _____ Dollars which I have promised to pay in full by July 20, 1988 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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 44 of a subdivision known as Foxcroft Section 1 as shown on plat thereof prepared by C. O. Riddle, September 26, 1969, and recorded in the RMC Office for Greenville County in Plat Book 4-F, Pages 2 through 4 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of King George Road, joint front corner of Lots 43 and 44 and running thence along the northern side of King George Road, N. 86-11 E. 130 feet to an iron pin at the corner of Lot 45; thence along the line of that lot, N. 3-49 W. 165 feet to an iron pin on the rear line of Lot 36; thence along the rear line of Lots 36 and 37, S. 86-11 W. 130 feet to an iron pin at the rear corner of Lot 43; thence along the line of that lot, S. 3-49 E. 165 feet to the beginning corner.

The above described property is the same property conveyed to the mortgagors by deed of B. Russell Langley and Patricia Huguley Langley to be recorded herewith.

The Property also includes the following:

- (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.