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GREENVILLE S.C.

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DEC 16 4 56 PM '83 MORTGAGE

DONNIE J. HENSLEY

THIS MORTGAGE is made this 16th day of December 1983, between the Mortgagor, Joseph F. Cechvala, Jr. and Dianne G. Cechvala (herein "Borrower"), and the Mortgagee, The Palmetto Bank, a corporation organized and existing under the laws of the State of South Carolina, whose address is 470 Haywood Road Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-seven Thousand and 00/100 (\$77,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 16, 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 January 1, 2014

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, with the buildings and improvements thereon lying and being on the westerly side of Woody Creek Road near the City of Greenville, South Carolina, being known as Lot 410 on a plat entitled "Map Three, Section Two, Sugar Creek" as recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 7X at Page 2 and being further shown and described on a plat entitled "Survey for Joseph F. Cechvala, Jr. and Dianne G. Cechvala" prepared by W. R. Williams, Jr., Engineer/Surveyor, PE & LS dated December 1, 1983, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the western edge of Woody Creek Road, joint front corner of Lots 410 and 411, said point being 205.6 feet north of Sweetwater Road and running thence along the line of Lot 411 N. 88-18 W. 127.91 feet to a point; thence N. 39-21 W. 132.61 feet to a point; thence S. 88-18 E. 215.0 feet to a point along the western edge of Woody Creek Road, joint front corner of Lots 409 and 410; thence with the western edge of Woody Creek Road S. 1-42 W. 100.0 feet to a point along the western edge of Woody Creek Road, said point being 205.6 feet north of Sweetwater Road.

This being the same property conveyed to the Mortgagors herein by deed of Creighton S. Warren and Mary C. Warren dated December 16, 1983 and recorded in the R. M. C. Office for Greenville County, South Carolina on December 16, 1983 in Deed Volume 1202 at Page 144.

THIS property is conveyed subject to all restrictions, setback lines, roadways, easements and rights of way, if any appearing of records on the premises or on the recorded which affect the property hereinabove described and more particularly to a 25 foot sanitary sewer easement as shown on a recorded plat located on the side of lot line.

which has the address of 203 Woody Creek Road Greenville South Carolina 29651 (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 seized 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.