

Re-recorded
to show change
of index figure.

FILED MORTGAGE
GREENVILLE S.C.

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JAN 31 4 44 PM '84 JAN 31 4 48 PM '84

THIS MORTGAGE is made this 31st day of January 1984, between the Mortgagor, Dean W. Swartz and Lisa W. Swartz (herein "Borrower"), and the Mortgagee, First National Bank of South Carolina, a corporation organized and existing under the laws of South Carolina, whose address is Post Office Box 2568, Greenville, South Carolina 29602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-three Thousand (\$53,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 31, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 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 piece, parcel or lot of land being shown as a 2.1 acre tract located near Travelers Rest, South Carolina and being shown on a plat entitled "Survey for Dean W. Swartz and Lisa W. Swartz" by Jeffery M. Plumblee, Inc. R.L.S. dated March 16, 1983 and, according to said plat, having the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Fox Creek Court, approximately 762 feet from Lincoln Chapel Road and running thence with the edge of said Fox Creek Court the following courses and distances: N. 56-31 W. 73 feet to an iron pin, N. 43-56 W. 57.1 feet to an iron point, and N. 37-57 W. 78 feet to an iron pin; thence with the joint lie of property now or formerly of Tankersley and Vernon N. 33-59 E. 208.9 feet to an iron pin; thence N. 53-17 E. 290.9 feet to an iron pin; thence S. 35-24 E. 122.2 feet to an iron pin; and thence S. 34-56 W. 476.2 feet to an iron pin on the northern side of Fox Creek Court, the point of beginning.

This is a portion of that said property conveyed to the Mortgagors by deed of L. H. Tankersley and Paul M. Vernon recorded March 21, 1983 in Deed Book 1184 at Page 770 in the R.M.C. Office for Greenville County, South Carolina.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
= 21.20

GCTO --- 1 MY 864 1582
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which has the address of Fox Creek Court, Travelers Rest, South Carolina 29690 (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 stated in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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