

## MORTGAGE

THIS MORTGAGE is made this 9th day of August, 1984, between the Mortgagor, Harrell J. Auten, III and Catherine H. Auten (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is P. O. Box 408, 301 College St., Greenville, South Carolina 29602 (herein "Lender").

WHEREAS Borrower has entered into a Note/Agreement (herein "Note") with Lender dated August 9, 1984 under which the Lender agrees to lend to the Borrower up to a total amount outstanding at any point in time of Thirty Thousand and no/100 (\$ 30,000.00) Dollars which indebtedness is payable in monthly installments of principal and interest as provided in the Note.

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 all improvements thereon or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northwesterly side of Shetland Way, being shown and designated as Lot No. 11, on plat of River Downs, recorded in the RMC Office for Greenville County, S.C., in Plat Book "4 R", at Page 75, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northwesterly side of Shetland Way, joint front corner of Lots Nos. 10 and 11, and running thence N. 49-31 W. 226.31 feet to an iron pin; running thence S. 37-00W. 100 feet to an iron pin at the rear corner of Lot No. 12; joint line of Lots No. 11 and 12 and running thence S. 35-05 E. 271.46 feet to an iron pin on the northwesterly side of Shetland Way; thence with the northwesterly side of said Way the following courses and distances: N. 51-59 E. 13 feet to a point; N. 48-06 E. 69 feet to a point; N. 40-02 E. 62 feet to a point, and N. 31-03 E. 11 feet to the point of BEGINNING.

The within is the identical property heretofore conveyed to Harrell J. Auten, III and Catherine H. Auten by deed of W. C. Balentine, dated 19 July 1978, in book 1083 and page 424 at the Greenville County RMC Office.

This is a second mortgage junior in lien to that mortgage recorded in the Greenville County RMC Office in Book 1429, Page 507 on April 20, 1978.

which has the address of 103 Shetland Way, Greer,  
[Street]

South Carolina 29651 (herein "Property Address");  
[Zip Code]

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements and/or fixtures 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 (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter 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, and that the Property is unencumbered, except for such encumbrances, declarations, easements or restrictions of record identified herein or otherwise expressly acknowledged by Lender. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to the aforesaid encumbrances of record.

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 other charges as provided in the Note and this Mortgage.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender shall be applied by Lender first to late charges due, then to interest payable on the Note, and then to the principal of the Note.

3. **Prior Mortgages; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any Mortgage or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards including within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.