

State of South Carolina Greenville County, S. C.

County of Greenville 3 13 PM Mortgage

ECON 1536 PAGE 945

Words Used In This Document S. TANKERSLEY

- (A) Mortgage—This document, which is dated R.M.C. November 24, 1982, will be called the "Mortgage".
- (B) Mortgagor—Christian J. & Marie-Helene Fontaine 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 P. O. Box 969, Greenville, S.C. 29602

- (D) Note—The note, note agreement, or loan agreement signed by the undersigned and dated 11-18, 1982, will be called the "Note". The Note shows that I have promised to pay Lender

\$10,000.00 Dollars plus finance charges or interest at the rate of 14.50 % per year

_____ Dollars plus a finance charge of _____ Dollars

which I have promised to pay in full by _____

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 lot of land in Greenville County, State of South Carolina, on the southeastern side of Independence Drive, near the City of Greenville, being shown as Lot 25 on plat of Section 2 of Pelham Estates, recorded in Plat Book PPP at Page 119 and described as follows:

BEGINNING at an iron pin on the southeastern side of Independence Drive at the joint front corner of Lots 24 and 25 and running thence with the line of Lot 24, S. 66-36 E. 200.6 feet to an iron pin; thence S. 23-18 W. 135.5 feet to an iron pin on Providence Square; thence with said Providence Square, N. 72-14 W. 88.2 feet to an iron pin; thence N. 76-48 W. 90 feet to an iron pin at the curve of the intersection of Providence Square and Independence Drive; thence with the curve of the intersection, N. 26-42 E. 32 feet to an iron pin; thence with Independence Drive, N. 23-24 E. 140 feet to the beginning corner.

This conveyance is made subject to any and all restrictions, easements, rights of way, zoning ordinances and existing reservations, or protective covenants that may appear of record, on the recorded plat(s) or on the premises.

This is the same property conveyed to mortgagors by deed of Hoyle G. and Mary R. Huskey recorded April 28, 1980 in the R.M.C. Office for Greenville County in Deed Book 1124 at Page 721.

This mortgage being second to that recorded April 28, 1980 in Deed Book 1501 at Page 752 The Property also includes the following: (continued on back)

NOTA-----2 NO24 82 1 596 4.0001

- (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.

