GREENY 193

## **MORTGAGE**

800×1603 PAGE 207

THIS KION TO AGE IS Made this	ay of April tello n/k/a Barbara Sizemore er"), and the Mortgagee, The Citizens and Southern
19	er"), and the Mortgagee, The Citizens and Southern
National Bank	a corporation organized and
existing under the laws of South Carolina 47 Fast Camperdown Way, Gr	eenville, S.C. 29602
whose address is.	(herein "Lender").

WHEREAS Borrower has entered into an agreement with Lender under which the Lender agrees to lend to the Borrower up to a total amount outstanding at any point in time Twenty Five Thousand, Sixty Dollars (\$ 25,060.00 ...) Dollars which indebtedness is evidenced by Borrower's Note/Agreement dated .4/19/83 .... (herein "Note") providing for monthly installments of principal and interest.

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the northwestern side of Yorkshire Drive and being known and designated as Lot No. 70 on Plat Two of Property of James E. Edwards recorded in the RMC Office for Greenville County in Plat Book II at Page 120 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property as that conveyed to Joseph K. Costello and Barbara A. Costello by deed of John G. Wallace, Jr. and Sally T. Wallace recorded in the RMC Office for Greenville County in Deed Book 999 at Page 608 on May 24, 1974. Joseph K. Costello died on October 8, 1978 and reference is made to the Estate of Joseph K. Costello on record in the Probate Court for Greenville County in Apartment 1532 at File 24.

THE mailing address of the Mortgagee herein is P.O. Box 1449, Greenville, SC 29602

which has the address of ... 306 Yorkshire Drive, Greenville,

[Street] [City]

South Carolina ... (herein "Property Address");

[Zip Code]

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 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 encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. 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 late charges as provided in the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or at the option of the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

\$.C.C.

Form No. 1-06-308 (9/81)