Court 1.5 Plans

Form PCA 402

SOUTH CAROLINA MOTOTORN TAILING MUDEL PIFTY FIVE THOUSAND DOIN ARS AND NO/100 (8 55 000 00 ...), (evidenced by note(s) of even date barwith, hereby express.
45-55, Code of Laws of South Carolina, 1982, (1) all entating indebtadants of Borrower to sly made a part hereof) and to secure, in ac Laws or nouse Caronna, Ivers, (1) all estating indebtadance of Boltower to Lander (including but not limited to the above described advances), rountstory notes, and all renewals and extensions thereof, (2) all future advances that may subsequently be made to Borrower by Lander, to be reintenery notes, and all renewals and extensions thereof, and (3) all other hidebtadance of Borrower to Lander, now due or to become due or content, the maximum principal emotant of all existing indebtadance, future advances, and all other indebtadance outstanding at any one time not to HINDRED TROUTS AND Dollars (@ 100,000,00 ), plus interest thereon, attorneys' fees and con ONE HUNDRED THOUSAND as provided in said note(s), and seets including a reasonable attorney's fee of not less than ten (10%) per centum of the total amount due thereon and charges as provided in said note(s) and herein, Understand has granted, bargained, sold, conveyed and mortgaged, and by these presents does hereby, grant, bargaine, tell, convey and mortgage, in fee simple unto Lander, its successors and anigns: Greenville All that tract of lead located in County, South Caroline, containing 80.10 "ALL that tract of land in Greenville County, South Carolina, being shown as 80.10 acres, (Parcel A) on plat of property entitled "Survey of Ralph H. Witt, et al" by Pledmont Engineers & Architects dated October 9, 1970, and having according to said plat the following metes and bounds: BEGINNING at a nail in the center of a paved road at the corner of property now or formerly belonging to W.A. Allen end running thence with said paved road, S. 73-27 W. 235.18 feet to an old iron pin; thence N. 75-40 W. 724.15 feet to an old iron pin in line of property known as Enoree Heights Subdivision; thence with said Subdivision, N. 15-05 E. 316.63 feet to an old iron pin; thence still with said Subdivision property, N. 15-00 E. 1,529.7 feet to an old iron pin; thence still with said Subdivision property, N. 14-35 E. 92.8 feet to an iron pin in the Enoree River; thence with the Enoree River (the center line of said river being the property line), the following courses and distances; S. 33-05 E. 102.3 feet, N. 83-01 E. 93.6 feet, N. 44-09 E. 67.2 feet, N. 64-48 E. 96.3 feet, N. 46-10 E. 128.2 feet, N. 18-15 E. 106.7 feet, N. 24-07 E. 255.4 feet, N. 34-16 E. 131.64 feet, N. 28-58 E. 128.03 feet, N. 10-24 E. 81.25 feet, N. 17-43 W. 122.04 ft., N. 62.20 W. 122.04 Feet, N. 28-58 E. 128.03 feet, N. 10-24 E. 81.25 feet, N. 17-43 W. 122.04 ft., N. 62.20 W. 122.04 Feet, N. 63.20 N. 62-20 W. 122.4 ft, N. 42-15 W. 89.68 ft., N. 1-40 E. 68.45 ft., N. 69-56 E. 79.3 ft., N. 85-11 E. 155.85, S. 56-56 E. 84.5 ft., S. 11-47 E. 117.4 ft., S. 68-31 E. 160.75 ft., S. 62-57 E. 335.3, S. 40-07 E. 105.1 ft., S. 48-18 E. 153.75, S. 45-59 E. 153.4 ft., S. 38-02 E. 147 ft., S.47-59 E. 235.5 ft., S. 22-24 E. 127.55 ft., S. 10-18 E. 79.89 ft., S. 18-53 E. 112.3 ft., S. 24-10 E. 44.94 ft. to an old iron pin in the line of property now or formerly of W.A. Allen; thence with Allen property, S. 69-23 W. 751.3 ft. to an old iron pin; thence still with Allen property, S. 21-36 W. 488.89 ft. to an iron pin; thence still with Allen property, S. 50-36 W. 330 ft. to an iron pin; thence S. 15-26 W. 295 ft. to an iron pin; thence S. 55-51 W. 79.2 ft. to an iron pin; thence S. 20-43 W. 573.29 ft. to the beginning point. ALSO, all the mortgagor's right, title and interest in and to an unpaved driveway extending from Reid School Rd. to the homeplace located on the above described property. THIS mortgage is a first mortgage lien over the portion of the above property 20 A. described as follows and a second mortgage as to the remainder of said property, 60.10 Acres. "ALL that tract of land in Greenville County, S.C. shown as twenty (20) acres on plat entitled "Property of Lehman A. Moseley, Jr. and Melvin R. Launius" by Piedmont Engineers & Architects, and having according to said plat the following metes and bounds: BEGINNING at an iron pin at the southwest corner of property herein described and running thence with Witt line N. 15-00 E. 1,420 ft. to an iron pin; thence S. 75-40 E. 825 ft. to an iron pin; thence S. 21-36 W. 168 ft. to an old iron pin; thence S. 50-36 W. 330 ft. to an old iron pin; thence S. 15-26 W. 295 ft. to an old iron pin; thence S. 55-51 W. 79.2 ft. to an old iron pin; thence S. 20-43 W. 573.29 ft. to a nail and rod on an un-named road; thence with said un-named road S. 73-27 W. 120 ft. to an iron pin; thence N. 75-40 W. 400 ft. to the beginning corner. A default under this instrument or under any other instrument heretofore or hereafter executed by Borrower to Lender shall at the option of Lender constitut. a default under any one or more, or all instruments executed by Borrower to Lender. TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining TO HAVE AND TO HOLD all and singular the said lands and premises unto Lender, its successors and assigns with all the rights, privileges, members and appurtenances thereto belonging or in any wise appertaining. UNDERSIGNED hereby binds himself, his heirs, executors, administrators and assigns to warrant and forever defend all and singular the said premises unto Lender, its successors and assigns, from and against Undersigned, his heirs, executors, administrators and assigns and all other persons whomsoever lawfully claiming or to claim the same or any part thereof. PROVIDED ALWAYS, NEVERTHELESS, that if Borrower shall pay unto Lender, its successors or assigns, the aforesaid indebtedness and all interest and ecurity to the aforesaid indebtedness and shall perform all of the terms, covenants, conditions, agreements, representations and obligations contained in all mortgages executed by Borrower to Lender according to the true intent of said Mortgages, all of the terms, covenants, conditions, agreements, representations and obligations of which are made a part hereof to the same extent as if set forth in extenso herein, then this instrument shall cease, determine and be null and void; otherwise it shall remain in full force and effect. It is understood and agreed that all advances heretofore, now and hereafter made by Lender to Borrower, and all indebtedness now and hereafter owed by Bostower to Lender, and any other present or future indebtedness or liability of Borrower to Lender, whether as principal debtor, surety, guarantor, endorser or nontower to Lenger, and any other prevent or ruture indeptedness or incoming of normower to Lenger, whether as principal denot, surery, guarantor, encorser or otherwise, will be secured by this instrument until it is satisfied of record. It is further understood and agreed that Lender, at the written request of Borrower, will satisfy this mortgage whenever: (1) Borrower owes no indebtedness to Lender, (2) Borrower has no liability to Lender, and (3) Lender has not agreed to make any further advance or advances to Borrower. This agreement shall inure to the benefit of Lender, its successors and assigns, and any successor, or assign of Lender may make advances bereunder, and all such advances and all other indebtedness of Borrower to such successor or assign shall be secured hereby. The word "Lender" shall be construed to include the Lender herein, its successors and assigns, October EXECUTED, SEALED, AND DELIVERED, this the (Melvin Ray Launius)