

FILED
GREENVILLE
AUG 3 3 28 1983
JONNIE R. H.

MORTGAGE

THIS MORTGAGE is made this 18th day of JULY 1983 between the Mortgagor, JOSEPH A. WILKINSON and CHARLOTTE S. WILKINSON, his wife (herein "Borrower"), and the Mortgagee, FIRST STATE SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of South Carolina, whose address is P.O. Box 1090 — Spartanburg, South Carolina 29304 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TEN THOUSAND AND NO/100 (\$10,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 18, 1983 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 1993.

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, Glassy Mountain Township, State of South Carolina:

TRACT I: BEGINNING on an iron pin in the Northeastern margin of Clarke Road, a corner common to Lots 153 and 154 of Lake Lanier Development, as shown on Plat No. 2 of the property of Tryon Development Company, and running thence with the margin of Clarke Road, North 58 degrees West 50 feet to an iron pin, a corner common to Lots 153 and 152 of said Lake Lanier Development; thence still with the margin of Clarke Road, North 65 degrees 40 minutes West 50 feet to an iron pin, a corner common to Lots 152 and 151 of said Lake Lanier Development; thence with the dividing line between said Lots 152 and 151, North 28 degrees 33 minutes East 150 feet to an iron pin; thence South 55 degrees 21 minutes East 95 feet to an iron pin, a corner common to Lots 152 and 153 of said Lake Lanier Development; thence South 41 degrees 19 minutes East 95 feet to an iron pin in the margin of Lanrick Drive; thence with the dividing line between Lots 153 and 154, South 66 degrees 16 minutes West 135 feet to the BEGINNING.

The above metes and bounds description was taken from a plat entitled "Property Belonging to H.F. and Aileene R. Linder, Lake Lanier Development, Vic. Tryon, North Carolina", made by H.B. Frankenfield, Jr., Forest Engineer and Surveyor, Tryon, North Carolina, dated May 8, 1959, and being Lots 152 and 153 as shown on Plat No. 2 of the property of Tryon Development Company, known as Lake Lanier, which plat is duly recorded in the R.M.C. Office for Greenville County, South Carolina.

TRACT II: BEGINNING on an iron pin at corner of James E. Culbreth and Carroll Loftis property and running with Culbreth line North 77 degrees 21 minutes East 91.6 feet to an iron pin in line of Lanrick Drive; thence with line of Lanrick Drive South 20 degrees 53 minutes East 279.53 feet to an iron pin; thence South 68 degrees 00 minutes West 85.5 feet to an iron pin; thence North 00 degrees 17 minutes West 122.22 feet to an iron pin; thence North 17 degrees 19 minutes West 103.1 feet to an iron pin; thence North 56 degrees 12 minutes West 94.36 feet to the BEGINNING.

Derivation: Deed of Michael P. Pearson and Mary L. Pearson, dated 19 October, 1973 and recorded 8 March, 1974.

which has the address of Lots 152 and 153, Butter Street Landrum South Carolina 29356 (herein "Property Address");
(Street) (City) (State and 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, 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 seized 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 listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

8570

8328 W-21