

FILED
GREENVILLE S.C.
AUG 11 1 22 PM '83

MORTGAGE

THIS MORTGAGE is made this 11th day of August, 1983, between the Mortgagor, Harold C. McCarley, Jr. and Diane L. McCarley, (herein "Borrower"), and the Mortgagee, The Palmetto Bank, a corporation organized and existing under the laws of South Carolina, whose address is 470 Haywood Road Greenville, S. C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Eight Thousand and no/100 (\$108,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 11, 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 September 1, 2013.

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 of lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot Number 99 on Map No. 1 of Foxcroft Subdivision, Section Two, on plat of same recorded in Plat Book 4-N at pages 36 and 37 of the R. M. C. Office for Greenville County. See also plat entitled "Property of Harold C. McCarley and Diane L. McCarley" by R. B. Bruce, R. L. S., dated August 9, 1983, said plat to be recorded herewith.

This being the same property conveyed to Dianne L. McCarley and Harold C. McCarley, Jr. by Michael Sudduth by deed recorded January 8, 1980, in Deed Book 1118, page 545, R. M. C. Office for Greenville County.

See also plat for Harold C. McCarley, Jr. and Diane L. McCarley recorded in plat Book 10-E page 95.



1 A 11 83 027

which has the address of 3 Merrifield Place Greenville (City) S. C. 29615 (State and Zip Code) (herein "Property Address").

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.

9740

27-9264