

SWD 325197

FILED
S.C.

MORTGAGE

GREENVILLE, S.C.
MAY 3 10 52 AM '84
VOL 130-0-813
PAGE 1688

THIS MORTGAGE is made this 14th day of February, 1984, between the Mortgagor, John Wayne Holmes and Andrea K. Holmes (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. 29615 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Six Thousand and no/100 (\$66,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 14, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2014

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 or lot of land with all improvements thereon, situate, lying and being in Greenville County, South Carolina, being known and designated as Lot No. 9 of Forrester Woods, Section V and shown on a survey entitled "Property of John Wayne Holmes and Andrea K. Holmes" prepared by R.B. Bruce, RLS, dated February 8, 1984 and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 10-H at Page 59, reference being craved hereto to said plat for exact metes and bounds.

This is that property conveyed to Mortgagor by deed of Furman Cooper Builders, Inc., by deed dated and recorded concurrently herewith.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED
TAX 20.40

which has the address of Lot 9, Loblolly Lane, Greenville, South Carolina (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 seised 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.

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