CREENT LE DO S.C. DRIM 13733 State of South Carolina County of **GREENVILLE** R.M.C. Words Used In This Document (A) Mortgage-This document, which is dated October 28 the "Mortgage". Jack I. Sumerel will sometimes be called "Mortgagor" and sometimes simply "I". "Me", "my", "mine", "myself", and "us" refer to the Mortgagor. Lender-The South Carolina National Bank will be called "Lender" and sometimes simply "you". "Your" and "yours" refer to Lender. Lender is a national banking association which was formed and which exists under the laws of the United States of America. Lender's address is Post Office Box 969, Greenville, South Carolina 29602 Note—The note, note agreement, or loan agreement signed by <u>Jack I. Sumerel</u> and dated <u>October 28</u>, 1983, will be called the "Note". The Note shows that I have promised to pay Lender ____ Dollars plus finance charges or interest at the rate of $\underline{14.00}$ % per year ____ Dollars plus a finance charge of _____ which I have promised to pay in full by _ ☐ If this box is checked, finance charges or interest under the Note will be deferred, accrued, or capitalized. Property—The property that is described below in the section entitled "Description Of The Property" will be called the "Property". My Transfer To You Of Rights In The Property On this date, because you loaned me the money for which I gave you the Note, I mortgage, grant and convey the Property to you, your successors and assigns, subject to the terms of this Mortgage. This means that by signing this Mortgage, I am giving you those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving you these rights to protect you from possible losses that might result if I fail to: (A) Pay all the amounts that I owe you as stated in the Note and any future advances made under Paragraph 17 of this Mortgage. Pay, with interest or finance charges, any amounts that you spend under this Mortgage to protect the value of the Property and your rights in the Property. Keep all of my other promises and agreements under the Note and/or this Mortgage. This Mortgage secures any renewals, extensions, and/or modifications of the Note. Description Of The Property (A) The Property which I mortgage, grant, and convey to you, your successors and assigns, is located in _ County and has the following legal description: <u>Greenville</u> All that lot of land lying in the State of South Carolina, County of Greenville, on the eastern side of Stonehaven Drive, being shown as Lot No. 32 on a plat of Section C-1, Gower Estates, recorded in the R.M.C. Office for Greenville County in Plat Book YY at page 112, and being further described according to said plat as follows: BEGINNING at an iron pin on the eastern side of Stonehaven Drive at the joint front corner of Lot Nos. 32 and 33, and running thence along the line of Lot 33, N. 88-56 E. 210.9 feet to an iron pin in the line of Lot No. 24; thence along the line of Lot Nos. 24 and 25, S. 3-45 W. 215 feet to an iron pin at the corner of Lot No. 31; thence along the line of Lot No. 31, N. 76-03 W. 176.9 feet to an iron pin on the eastern side of Stonehaven Drive; thence along Stonehaven Drive, N. 7-11 W. 36.9 feet to an iron pin; thence continuing along Stonehaven Drive, N. 9-20 W. 133 feet to the point of beginning. This is the same property conveyed to mortgagor herein by deed of Landmark Corporation recorded August 21, 1964, in Deed Book 756 at page 77 in the R.M.C. Office for Greenville County. The Property also includes the following: (C) All rights in other property I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property"; All rents or royalties from the property described in paragraph (A) of this section; (D) All mineral, oil and gas rights and profits, water, water rights and water stock that are part of the property described (E) in paragraph (A) of this section; All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in (F) paragraph (A) of this section; All fixtures that are now or in the future will be on the property described in paragraphs (A) and (B) of this section,

- 11 5 0

You, your successors and assigns, are to have and to hold the Property, subject to the terms of this Mortgage.

All of the rights and property described in paragraphs (B) through (F) of this section that I acquire in the future; and

All replacements of and/or additions to the property described in paragraphs (B) through (F) and paragraph (H) of

The control of the co

and, to the extent allowed by law, all replacements of and additions to those fixtures;

(G)

(H)

(I)

(1)

A CONTRACTOR OF THE PARTY OF TH