

vol 1334 rec 950

MORTGAGE

APR 2 10 53 AM '84

THIS MORTGAGE is made this 30th day of March 1984 between the Mortgagor, William Jasper Boyd and Patsy Cavanaugh Boyd The Palmetto Bank (herein "Borrower"), and the Mortgagee, a corporation organized and existing under the laws of South Carolina, whose address is 470 Haywood Road, P. O. Box 17763, Greenville, SC 29606 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Two Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 30, 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 April 1, 1989

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 lot of land in Greenville County, South Carolina, shown as Lot 18 upon a plat entitled Tar Acres, recorded in the R.M.C. Office for Greenville County in Plat Book PPP at Pages 12 and 13 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the eastern side of Tar Boulevard, joint corner of Lots 17 and 18, and running thence with Tar Boulevard, N. 11-26 E. 30 feet, N. 22-56 E. 105.4 feet, N. 42-16 E. 100 feet; thence around the curve of the intersection of Tar Boulevard with Nicklaus Drive, the chord of which is N. 82-12 E. 38.3 feet; thence along Nicklaus Drive S. 57-52 E. 100.5 feet, S. 70-29 E. 115 feet to the joint corner of Lots 18 and 16; thence along the line of these lots, S. 30-06 W. 157 feet; thence N. 85-17 W. 267.9 feet to the beginning corner, containing 1.17 acres, more or less.

This is the same property conveyed to the mortgagors herein by deed of William C. Faulkner and Virginia D. Faulkner dated September 19, 1983, and recorded in the R.M.C. Office for Greenville County, South Carolina, on September 20, 1983 in Deed Book 1196 at page 717.

STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE TAX COMMISSION DOCUMENTARY STAMP TAX \$ 16.80

GCTO --- 1 APO284 347

which has the address of 224 Tar Boulevard Greenville South Carolina 29605 (Street) (City) (herein "Property Address"); (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.

0950

74328-RV-2