

GREENVILLE, S.C.

Vol 1988 #216

JUN 18 3 07 PM '84

MORTGAGE

THIS MORTGAGE is made this 15th day of June 1984, between the Mortgagor, James R. Powell and Sylvia T. Powell Bank (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, South Carolina 29607 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Seven Thousand Five Hundred and no/100 (\$27,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 15, 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 July 1, 1994

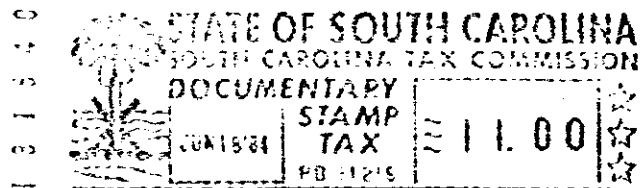
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 in Greenville County, State of South Carolina, in the Town of Simpsonville, being located on the westerly side of S.C. Hwy. 14, adjoining property now or formerly of Fred L. Howard and J.B. West, and having, according to a plat drawn by C.O. Riddle, RLS, entitled "Survey for James R. and Sylvia T. Powell", dated May 30, 1984, recorded in the RMC Office for Greenville County, S.C., in Plat Book 10-5, at page 13, the following metes and bounds, to-wit:

BEGINNING at a nail and cap on the westerly side of the right of way of S.C. Hwy. 14, at the joint front corner of property now or formerly of Fred L. Howard, and running with the westerly side of the right of way of S.C. Hwy. 14, S.2-25E., 100.0 feet to an iron pin at the joint front corner of property now or formerly of J.B. West; thence turning and running with the line of property now or formerly of J.B. West, S.85-42W., 292.05 feet to an iron pin at the centerline of the right of way of SCLRR; thence turning and running with said centerline, N.8-16E., 60.51 feet to a nail and cap; thence turning and running N.87-35W., 63.59 feet to an iron pin on the easterly side of the right of way for Southwest Main Street; thence turning and running with the easterly side of the right of way for Southwest Main Street, N.8-24E., 34.51 feet to an iron pin; thence turning and running with the line of property now or formerly of Fred L. Howard, N.85-44E., 337.73 feet to a nail and cap on the westerly side of the right of way of S.C. Hwy. 14, being the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of George E. Gunter and Paulette H. Gunter, to be recorded herewith.

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&410A
which has the address of 410 S.E. Main Street, Simpsonville,
(Street) (City)
S.C., 29681 (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 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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