

1975 542

MORTGAGE

THIS MORTGAGE is made this 7th day of March, 1975, between the Mortgagor, James C. Butler and Harriett C. Butler,

(herein "Borrower"), and the Mortgagee, AIKEN-SPEIR, INC., a corporation organized and existing under the laws of the State of South Carolina, whose address is Florence, S. C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Eight Thousand, One Hundred and Fifty & No/100 Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (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, 2005.

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 piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, on Eagle Ridge Lane, and being known and designated as Lot No. 61 on a plat entitled "Revised Plat of Mountainbrooke" by Piedmont Engineers and Architects, dated February 25, 1975, and recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 84, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Eagle Ridge Lane at the joint front corner of Lots 60 and 61, and running thence with Eagle Ridge Lane, S. 48-00-50 E. 100.54 feet to an iron pin; thence continuing with Eagle Ridge Lane, S. 45-31 E. 49.42 feet to an iron pin at the joint front corner of Lots 61 and 62; thence with the revised lot line of Lot 62, S. 47-05 W. 140.07 feet to an iron pin in the rear lot line of Lot 58; thence running N. 18-19-40 W. 20.0 feet to an iron pin at the joint rear corner of Lots 58 and 59; thence with the joint rear lot line of Lot 59, N. 28-45-00 W. 110.0 feet to an iron pin at the joint rear corner of Lots 60 and 61; thence with Lot 60, N. 32-20-10 E. 96.85 feet to an iron pin at the point of beginning.



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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

4328 RV-2