

1335 323

MORTGAGE

THIS MORTGAGE is made this 19th day of March, 1975, between the Mortgagor, WILLIAM G. BINFORD AND KAY C. BINFORD

(herein "Borrower"), and the Mortgagee, BANKERS TRUST OF SOUTH CAROLINA, a corporation organized and existing under the laws of South Carolina, whose address is Post Office Box 391, Florence, South Carolina 29501 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY THOUSAND TWO HUNDRED FIFTY AND NO/100THS-- 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 certain piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, in the City of Simpsonville, being shown as a portion of Lot No. 129 of Section No. Three of POINSETTIA Subdivision as recorded in the R. M. C. Office for Greenville County in Plat Book PPP at page 141 and more particularly shown on plat entitled "Property of William G. Binford and Kay C. Binford", dated March 12, 1975, prepared by W. R. Williams, Jr. and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the souther side of Poinsettia Drive and running thence S. 39-25 W. 178.9 feet corssing Durban Creek back on line to an old iron pin on the sanitary sewer line right of way; thence N. 48-47 W. 62.7 feet to a manhole on sewer line; thence N. 74-39 W. 73.1 feet to an iron pin on the sanitary sewer line; thence N. 39-31 E. 220 feet to an old iron pin on the southern side of Poinsettia Drive crossing Durban creek back on line; thence with the southern side of said drive S. 41-48 E. 87.1 feet to an iron pin on the southern side of said drive; thence continuing with the southern side of Poinsettia Drive S. 50-35 E. 42.9 feet to 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.