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GREENVILLE CO. S. C.

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BOOK 1345 PAGE 978

**MORTGAGE**

DONNIE S. TAMMERSLEY

THIS MORTGAGE is made this 14th day of July, 1975, between the Mortgagor, Guy B. Toole, Jr. and Judy H. Toole

and the Mortgagee, Bankers Trust of South Carolina (herein "Borrower"), organized and existing under the laws of South Carolina, a corporation whose address is c/o Aiken-Speir, Inc. P.O. Box 391, Florence, S. C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-nine Thousand Five Hundred and 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 August 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, lying, being and situated in the County of Greenville, State of South Carolina, being shown and designated as Lot 74 on plat of Old Mill Estates recorded in the RMC Office for Greenville County in Plat Book 4R at Page 22 and having according to said plat the following metes and bounds to wit:

BEGINNING at an iron pin on the Southern side of Burlwood Court at the joint front corner of Lots 73 and 74 and running thence along the common line of said lots S. 56-13 W. 179.7 feet to an iron pin at the joint rear corner of said lot; thence along the rear line of Lot 74 N. 37-07 W. 29.5 feet to an iron pin; thence N. 36-36 W. 90.5 feet to an iron pin at the joint rear corner of Lots 74 and 75; thence along the common line of said lots N. 55-14 E. 129.5 feet to an iron pin at the joint front corner of said lots on the Southern side of the Burlwood Court cul de sac; thence along the curvature of said cul de sac the following courses and distances: S. 67-08 E. 40 feet and N. 71-40 E. 29.45 feet to a point on the Southern side of Burlwood Court; thence along said Court S. 38-06/81 feet to the point of beginning. E.



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.

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