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GREENVILLE CO. S. C.

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DEPARTMENT OF REVENUE  
1356 594

MORTGAGE

DONNIE S. TANKERSLEY

December 19 75

THIS MORTGAGE is made this 23<sup>rd</sup> day of December, 1975, between the Mortgagor, R. L. Rucker and Susan F. Rucker

(herein "Borrower"),

and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is East Camperdown Way, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Two Thousand 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 June 1, 2001

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 the City of Simpsonville, County of Greenville, State of South Carolina being known and designated as Lot No. 55 and part of Lot No. 54 on a plat of Powder Horn Subdivision recorded in the RMC Office for Greenville County in Plat Book 4X, Page 95 and having, according to a plat of Lot No. 55 and part of Lot 54 by Piedmont Engineers, Architects & Planners dated September 16, 1975, the following metes and bounds to wit:

BEGINNING at a point on the Southeastern side of a cul-de-sac at the Southern end of Canebreak Lane which point is at the joint front corner of Lot No. 56 and Lot No. 55 and running thence with the curve of said cul-de-sac the following courses and distances: N. 23-35 E. 30 feet, N. 11-16 W. 30 feet, and N. 37-50 W. 15.7 feet; thence along the Eastern side of Canebreak Lane, N. 29-27 E. 49.1 feet and N. 45-13 E. 28 feet to a point; thence leaving Canebreak Lane and running S. 36-07 E. 53.8 feet; thence S. 57-26 W. 27 feet; thence S. 16-40 E. 31.5 feet; thence S. 70-28 W. 50 feet; thence S. 36-28 E. 69 feet; thence S. 26-38 W. 124.6 feet to a point which is the joint rear corners of Lot No. 56 and Lot No. 55; thence N. 40-31 W. 140 feet along the common line of said lots 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.

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