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GREENVILLE CO. S. C.

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JAN 22 11 16 AM '76 MORTGAGE

DONNIE S. TANKERSLEY
R.H.C.

THIS MORTGAGE is made this 19th day of January 1976, between the Mortgagor, Samuel B. Neely and Christine A. Neely (herein "Borrower"), and the Mortgagee, Bankers Trust of South Carolina, Columbia, South Carolina, a corporation organized and existing under the laws of South Carolina, whose address is Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Nine Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 19, 1976 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2006

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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 40 of a subdivision known as MEADOWOOD, according to a plat thereof prepared by C. O. Riddle, dated August 27, 1971, and recorded in the RMC Office for Greenville County in Plat Book 4-N at Page 25, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northwestern side of Woodgreen Drive, joint front corner of Lots 39 and 40 and running thence with the joint line of said Lots, N.28-08 W. 206.7 feet to an iron pin at the joint rear corner of Lots 39 and 40; running thence with the rear line of Lot No. 40, N.61-40 E. 150 feet to an iron pin at the joint rear corner of Lots 40 and 41 and running thence with the joint line of said Lots, S.15-17 E. 188.1 feet to an iron pin on the northwestern side of the turnaround of Woodgreen Drive; thence with the curvature of said turnaround, the chord of which are S.49-50 W. 42.1 feet and S.37-38 W. 36.5 feet to an iron pin; thence continuing with the northwestern side of Woodgreen Drive, S.61-52 W. 33.7 feet to the point of beginning.



which has the address of 127 Woodgreen Drive Mauldin South Carolina 29662 (herein "Property Address");

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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