

RECORDING FEE  
PMD \$ 3.50  
\$ 15.92

GREENVILLE CO. S. C.  
JAN 23 4 58 PM '76  
DONNIE S. TANKERSLEY  
R.M.C.

1358 793

**MORTGAGE**

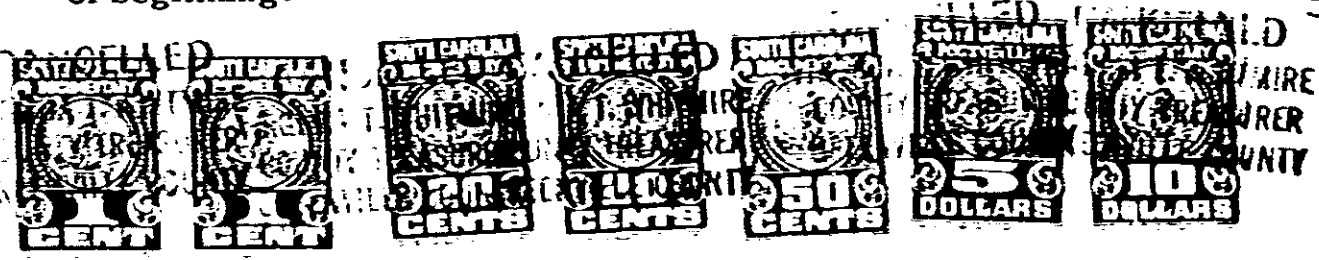
THIS MORTGAGE is made this 23 rd day of January 1976, between the Mortgagor, Thomas Carroll Cobb and Susan Botts Cobb South Carolina (herein "Borrower"), and the Mortgagee, Bankers Trust of South Carolina, a corporation organized and existing under the laws of South Carolina, whose address is c/o Aiken-Speir, Inc. P.O. Box 391, Forence, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Nine Thousand, Eight Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 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, situate, lying and being in the State of State of South Carolina, County of Greenville, being known and designated as the major portion of Lot No. 9 of a subdivision known as Mountainbrooke, according to a plat thereof revised September 11, 1974, by Piedmont Engineers and Architects and recorded in the RMC Office for Greenville County in Plat Book 4-X at page 84. The major portion of Lot No. 9 is more fully shown on a more recent survey prepared by Piedmont Engineers, Architects and Planners dated December 31, 1975 entitled "Property of Thomas C. Cobb and Susan B. Cobb" and having, according to said later plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of Eagle Ridge Lane located S 82-11 E 2.2 feet from the joint front corner of Lots Nos 8 and 9 and running thence with the southern side of Eagle Ridge Lane, S 82-11 E 32.8 feet to an iron pin; thence continuing with the southern side of Eagle Ridge Lane, S 87-34 E 65 feet to an iron pin in the line of property of J. A. Tinsley; thence with the line of said property, S 2-26 W 151.91 feet to an iron pin at the corner of Lot No. 7; thence with the joint lines of Lots Nos. 7 and 9, N 88-57-20 W 105.43 feet to an iron pin at the joint rear corner of Lots Nos. 8 and 9; thence with the joint line of said lots, N 4-28-20 E 133.77 feet to an iron pin; thence along a new line through Lot No. 9, N 9-44 E 24 feet to the point of beginning.



which has the address of Eagle Ridge Lane Greenville S.C. (Street) (City) (herein "Property Address"); (State and Zip Code)

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.

0.793

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