

APR 21 3 35 PM '06

MORTGAGE

JOHN E. TINNERLEY R.H.C.

THIS MORTGAGE is made this ... day of May 1976 between the Mortgagor, DANNY W. DAY and MICKIE M. DAY (herein "Borrower"), and the Mortgagee, SOUTH CAROLINA NATIONAL BANK, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA whose address is P.O. BOX 168 COLUMBIA, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-EIGHT THOUSAND NINE HUNDRED AND NO/100THS Dollars, which indebtedness is evidenced by Borrower's note dated ... (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, 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 in Austin Township, Greenville County, State of South Carolina within the corporate limits of the City of Mauldin and being known and designated as Lot # 80 of a subdivision known as GLENDALE III a plat of which is of record in the R.M.C. Office for Greenville County in Plat Book 4-R at Pages 83 and 84 and having the following metes and bounds, to-wit:

BEGINNING at a point on the southeastern side of Fargo Street at the joint front corner of Lots 79 and 80 and running thence with the southeastern side of Fargo Street S 49-50 W 105 feet to a point at the joint front corner of Lots 80 and 81; thence S 40-10 E 184.7 feet to a point at the joint rear corner of Lots 80 and 81; thence N 47-19 E 132.6 feet to a point in the joint rear corner of lots 79 and 80; thence N 48-53 W 180.95 feet to a point on the southeastern side of Fargo Street at the point of beginning.



which has the address of 912 FARGO STREET MAULDIN (Street) (City) S.C. 29662 (State and Zip Code) (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 seized 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.

0306

4328 RV-23