

FILED
GREENVILLE CO. S. C.

MAY 25 3 20 PM '76

RECORDED

MORTGAGE

BOOK 1338 PAGE 454

THIS MORTGAGE is made this 24th day of May 1976 between the Mortgagor James F. Moseley and Binnie L. Moseley (herein "Borrower"), and the Mortgagee South Carolina Federal Savings & Loan Association a corporation organized and existing under the laws of United States of America whose address is 1500 Hampton Street Columbia, South Carolina (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of -----Fifty Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 24, 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 March 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 on the north-eastern side of Brockman Court, in the Town of Mauldin, County of Greenville, State of South Carolina, and being known and designated as Lot 11 on a plat of Sec. 5, Knollwood Heights, made by C. O. Riddle, Oct. 12, 1973, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-R, at Page 91, and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on the northerly side of Brockman Court at the joint front corner of Lots 11 and 12 and running thence along the common line of said Lots N. 33-09 W. 171.74 feet to a point; thence along the line of property now or formerly of Eleanor H. Bishop N. 29-00 E. 90.0 feet to a point; thence still with the line of property now or formerly of Eleanor H. Bishop S. 63-00 E. 229.50 feet to a point; thence along the common line of Lots 10 and 11 S. 36-25 W. 157.42 feet to a point on the north-eastern side of Brockman Court; thence along the curve of the said Brockman Court, the chord of which is S. 88-22 E., 61.11 feet to the point of beginning.



which has the address of 3 Brockman Court 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 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.

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