

OCT 1 2 43 PM '76
DONNIE S. TANKERSLEY
R.M.C.

Mail to:
Family Federal Savings & Loan Assn.
Drawer L
Greer, S.C. 29651

MORTGAGE

THIS MORTGAGE is made this 1st day of October 1976, between the Mortgagor, W.F. Shivers, Sr. (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association (herein "Lender"), a corporation organized and existing under the laws of the United States of America, whose address is #3 Edwards Bldg., 600 N. Main St., Greer, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Nineteen thousands & no/100--- Dollars, which indebtedness is evidenced by Borrower's note dated October 1, 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 First, October, 1996

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 tract of land, situate, lying and being on the south side of Rutherford Road, in the County of Greenville, State of South Carolina, containing 0.99 acres, being known and designated as Parcel "C" as shown on a plat of "Property of Venture Development" near the Town of Taylors, South Carolina, made by Campbell & Clarkson, Surveyors, October 8, 1974 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5-H, at Page 52, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the south side of Rutherford Road at the joint front corner of Parcel "B" and Parcel "C" and running thence along the common line of said Parcels S. 3-27 W. 198.2 feet to a point; thence N. 86-33 W. 288.8 feet to a point; thence N. 3-27 E. 75.6 feet to an iron pin on the south side of Rutherford Road; thence along the south side of Rutherford Road N. 63-08 E. 141.50 feet to an iron pin; thence N. 71-59 E. 76.02 feet to an iron pin; thence N. 80-10 E. 99.50 feet to an iron pin, the point of beginning, being the same property conveyed by deed of Venture Development Company, a Partnership, and recorded November 15, 1974 in deed book 1010 page 359.



which has the address of 3400 Rutherford Road Taylors, South Carolina 29687 (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.

0280

4328 RV-2