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GREENVILLE CO. S.C.

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MORTGAGE

L. S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 17th day of March, 1977, between the Mortgagor, **W. F. Shivers and Carolina H. Shivers** (herein "Borrower"), and the Mortgagee, **GREER FEDERAL SAVINGS AND LOAN ASSOCIATION**, a corporation organized and existing under the laws of **SOUTH CAROLINA**, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated **March 17, 1977** (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, 2002**.

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 piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, on the south side of Little Texas Road, being shown as a 5.545 acre tract on a plat entitled Property of W. F. Shivers, made by Piedmont Engineers-Architects-Planners, 12/20/76, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin at the joint front corner of instant tract and 7.280 acre tract now or formerly in the name of W. F. Shivers and running thence along the common line of said Tracts S. 2-16 E. 1,018.35 feet to an iron pin; thence N. 76-51 W. 190.0 feet to an iron pin; thence along the line of property now or formerly of Haythorn N. 1-08 W. 371.6 feet to an iron pin; thence N. 37-05 W. 224.8 feet to an iron pin; thence N. 35-08 E. 122.06 feet to an iron pin; thence with the line of property now or formerly of Russell N. 19-13 E. 173.29 feet to an iron pin; thence N. 0-57 W. 97.62 feet to an iron pin; thence N. 26-25 E. 144.35 feet to an iron pin in the center of Little Texas Road; thence along the center of said Road S. 47-50 E. 65.4 feet to an iron pin; S. 68-44 E. 90.0 feet to an iron pin and N. 76-45 E. 45.0 feet to an iron pin, the point of beginning.

This is a portion of that property conveyed to the Mortgagors herein by deed of Shelva Jean C. Moody and James Calvin Moody, Sr., recorded in the RMC Office for Greenville County, South Carolina in Deed Book 923, at Page 251, on August 20, 1971.



which has the address of **Little Texas Road,** **Travelers Rest,**
(Street) (City)
South Carolina 29690 (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.