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MORTGAGE

BOOK 1394 PAGE 942

DONNIE S. TANKERSLEY

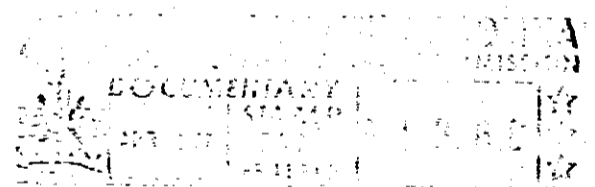
THIS MORTGAGE is made this 15th day of April 1977, between the Mortgagor, Rodney L. Beard and Brenda K. Beard (herein "Borrower"), and the Mortgagee, CAMERON-BROWN COMPANY, a corporation organized and existing under the laws of North Carolina, whose address is 4300 Six Forks Road, Raleigh, North Carolina 27609 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of Thirty Four Thousand One Hundred Fifty and NO/100 (\$34,150.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 15, 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 May 1, 2007

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 Greenville County, State of South Carolina, shown and designated as Lot 38, Mountain Shadows Subdivision, plat of which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4N at Page 7, reference to said plat being hereby craved for a more particular description.

This being the same property conveyed to the Mortgagors by Deed of James A. Pennington, Jr. and Linda P. Pennington of even date to be recorded herewith.



The provisions of the attached addendum are made a part of the note and mortgage and incorporated herein by reference which has the address of 5 Elkhorn Drive Greenville, S. C. S.C. 29609 (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.

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