

70 2 42 P M '77

MORTGAGE

DONNE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 20th day of June, 1977, between the Mortgagor, John E. Barger and Martha Ann Barger, 104 W. Queen Ann Rd., Greenville, S.C. (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 Fifty Thousand and NO/100ths (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 20, 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 June 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:

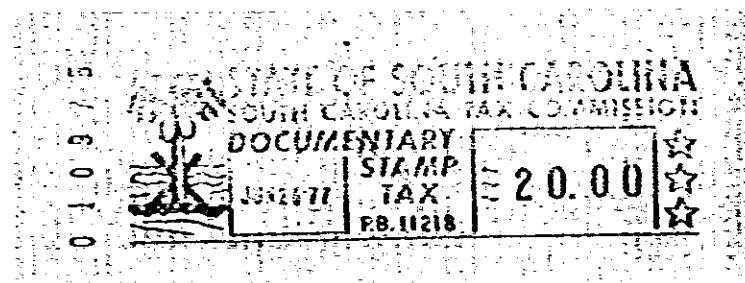
ALL that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the northerly side of Queen Ann Road near the City of Greenville, South Carolina, being known and designated as Lot No. 47 on plat entitled "Final Plat Revised, Map #2, Foxcroft, Section II" as recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4-N, Pages 36 and 37 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Queen Ann Road, said pin being the joint front corner of Lots 46 and 47 and running thence with the common line of said lots N. 29-51 W. 203 feet to an iron pin, the joint rear corner of Lots 46 and 46; thence S. 89-29 W. 116.6 feet to an iron pin, the joint rear corner of Lots 47 and 48; thence with the common line of said lots S. 23-33 E. 258.1 feet to an iron pin on the northerly side of Queen Ann Road; thence with the northerly side of Queen Ann Road N. 63-54 E. 53.5 feet to an iron pin; thence continuing with said road N. 60-09 E. 76.5 feet to an iron pin, the point of beginning.

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DERIVATION: This is that property conveyed to Mortgagor by deed of N. Dean Davidson dated June 20, 1977 and filed concurrently herewith.

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which has the address of 104 W. Queen Ann Road, Greenville, South Carolina 29615 (herein "Property Address");
(Street) (City) (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 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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