

107 Church Street, P.O. BOX 989, Greer, South Carolina 29651

FILED
GREENVILLE CO. S.C.
AUG 8 11 02 AM '77
MORTGAGE

1406 401

THIS MORTGAGE is made this 5th day of August, 1977, between the Mortgagor, JAMES W. ROBERTSON, JR., AND DIANE F. ROBERTSON (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 THIRTY-FIVE THOUSAND AND NO/100 (\$35,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 5, 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 February 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 Bates Township, County of Greenville, State of South Carolina, on U. S. Highway 25 approximately 2 miles north of Travelers Rest, S. C., containing approximately 2.81 acres, more or less, and being shown on a Plat of the Property of James W. Robertson, Jr., prepared by W. R. Williams, Jr. Engr./ Surveyor on April 22, 1976, and recorded in Plat Book 5T, Page 52, R.M.C. Office, Greenville County, South Carolina, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern edge of U. S. Highway 25 approximately 1580 feet north of the intersection of Bellview School Road and U. S. Highway 25 joint property of Theodore, et al, N. 25-49 E. 55 feet to an iron pin; thence N. 20-51 E. 294.2 feet to an iron pin; thence following the southern edge of a private road belonging to the Grantor, S. 50-39 E. 45 feet to an iron pin; thence continuing with said road, S. 13-07 E. 101.1 feet to an iron pin; thence continuing with said road, S. 55-25 E. 88.2 feet to an iron pin; thence S. 88-31 E. 331.1 feet to an iron pin; thence S. 10-26 W. 244 feet to an iron pin; thence N. 79-42 W. 550 feet to the beginning corner.

Derivation: Deed Book 1041, Page 61 - James W. Robertson - 8/11/76

S. S. C. A.

which has the address of Route 3 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 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.

4328 RV-2