

GREENVILLE CO. S.C.

1978 11 15

BONNIE S. TANKERSLEY
R.M.C.

BOOK 1441 PAGE 251

MORTGAGE

THIS MORTGAGE is made this 14th day of August, 19 78, between the Mortgagor, Rickert F. Shirley and Dianne H. Shirley -----, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Thousand and 00/100 ----- (\$20,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 14, 1978, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2003 -----;

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 lot of land with the buildings and improvements thereon, situate on the south side of Hartsville Street, near the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 229 on plat of Section 3 of Orchard Acres, made by J. Mac Richardson, Surveyor, May 1960, recorded in the RMC Office for Greenville County, S. C. in Plat Book QQ, Page 143, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Hartsville Street, at joint front corner of Lots 228 and 229, and runs thence along the line of Lot 228, S. 3-21 E. 223.9 feet to an iron pin; thence S. 62-05 E. 110.1 feet to an iron pin; thence along the rear line of Lots 230, 231, and 232 N. 3-08 W. 281 feet to an iron pin on the South side of Hartsville Street; thence along Hartsville Street S. 86-39 W. 95 feet to the beginning corner.

ALSO: All that strip of land in Greenville County, S. C. being the rear portion of Lot 230 on plat of Section 3 of Orchard Acres recorded in the RMC Office for Greenville County in Plat Book QQ, at Page 143, described as follows:

A strip not exceeding 7 1/2 feet in width running along the edge of the principal portion of the fence now existing on the premises now or formerly belonging to Gloria B. Hart, it being understood that the lesser portion of the fence which is closer to line of property now or formerly of Gloria B. Hart than the major portion thereof will be moved into line with the major portion of said fence, at the expense of Gloria Hart. In the event that it becomes in the future difficult or impossible to establish the original fence line then such line will be presumed to be a line parallel to the line of property now or formerly of Gloria B. Hart at a uniform distance of 7 1/2 feet therefrom.

This is the same property conveyed to the Mortgagors herein by deed of Gloria B. Hart, dated August 14, 1978, and recorded in the RMC Office for Greenville County, S.C. in Deed Book 1025, at Page 265 on August 15, 1978.

which has the address of 122 Hartsville Road Taylors, [City]
S. C. (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.