

FILED  
GREENVILLE CO. S.C.  
Feb 13 4 46 PM '79  
CLERK S. TAYLOR

Mortgagee's Address:  
P.O. Drawer 72  
Easley, SC 29460

**MORTGAGE**

1457 453

THIS MORTGAGE is made this 12th day of February, 1979, between the Mortgagor, DR. GARY G. HARBIT and CLAUDIA B. HARBIT

(herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of ONE HUNDRED TWELVE THOUSAND AND NO/100 (\$112,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 12, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

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 on the southerly side of East Butler Road being shown as a tract containing 1.81 acres on a plat of the Property of Leake, Garrett & Summey, dated January 17, 1979, prepared by T. H. Walker, Jr., Registered Land Surveyor, recorded in Plat Book 62 at page 82 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of East Butler Road, which iron pin is 980 feet more or less from Bethel Drive, and running thence with East Butler Road N 64-42 E 172 feet to an iron pin; thence S 28-10 E 383.92 feet to an iron pin in or near a branch; thence S 55-32 W 36.46 feet to an iron pin; thence S 41-00 E 65 feet to an iron pin; thence S 49-35 W 153.49 feet to an iron pin; thence N 28-10 W 492.46 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Frank S. Leake, Jr., G. Sidnev Garrett, and J. Calvin Summey, to be recorded herewith.

which has the address of East Butler Road, Mauldin, S. C. 29662  
(Street) (City)  
(Mortgagor 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 improvements, 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 to remain a part of the property covered by this Mortgage, and all of the foregoing together with said property, for the term of the term of this Mortgage is on a leasehold are herein referred to as the Property.

Borrower covenants that Borrower is lawfully seized of the estate therein conveyed and has the right to mortgage, grant and convey the Property, that the Property is not subject to any lien, claim, demand, charge, or encumbrance, generally the title to the Property against all claims and demands, subject to any liens, claims, demands, or encumbrances listed in a schedule of exceptions to coverage, in any title insurance policy issued by Lender's title insurer on the Property.

REC'D  
FEB 13 1979 10:58

4329 RW-2

04570