

FILED
GREENVILLE CO. S. C.

MORTGAGE

VOL 1462 PAGE 105

APR 5 3 08 PM '79

THIS MORTGAGE is made this 5th day of April 1979, between the Mortgagor, CHARLES W. USSHER & DIANE M. USSHER (herein "Borrower"), and the Mortgagee, CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of South Carolina, whose address is 500 E. Washington St. Greenville, S.C. (PO Box 10148 Greenville SC 29603) (herein "Lender").

0
3
7
3
1
1

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY EIGHT THOUSAND (\$58,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 1, 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 April 1, 2009

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:

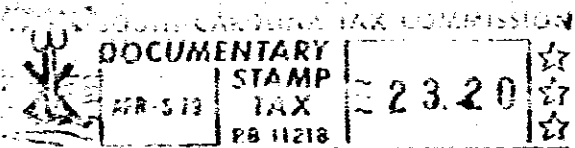
3
5
0
A

All that piece, parcel or lot of land situate, lying and being on the western side of Birnam Court, Greenville County, South Carolina, being shown and designated as Lot 23 on a plat of BIRNAM WOODS, recorded in the RMC Office for Greenville County in plat book 5-D at page 56, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Birnam Court, joint front corner of Lots 22 and 23, and running thence with the common line of said lots S. 24-00 W. 209.1 feet to an iron pin; thence with the rear line of lot 23, S. 6-00 E. 110 feet to an iron pin, joint rear corner of Lots 23 and 24; thence with the common line of said lots N. 84-00 E. 208.3 feet to an iron pin on the western side of Birnam Court; thence with said Court, N. 05-36 W. 110 feet to an iron pin, the point of beginning.

This is the same lot conveyed to mortgagors by Gerald M. Skala by deed of even date herewith to be recorded.

0
4
8
1
2



which has the address of 17 Birnam Court, Greenville, S. C. 29616 (Street) (City) (State and Zip Code) (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.

57
0
1
0

4328 RV-2