

GREENVILLE CO. S. C.
MAY 8 11 29 AM '79
DONNIE S. TANKERSLEY
R.M.C.

VOL 1400 PAGE 688

107 Montero Lane
Greenville, S.C. 29615

MORTGAGE

THIS MORTGAGE is made this 8th day of May, 1979, between the Mortgagor, Heiner J. Schuermann and Elfrun R. Schuermann, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Eight Thousand and no/100ths (\$88,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 1, 2009, (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, 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:

All those lots of land, situate on the East side of Terramont Circle and on the southwest side of an un-named street, near the City of Greenville, in Greenville County, S.C. being shown as a portion of Lots 35 and 36 of plat of Section 2 of Terra Pines Estates, and all of Lot 37, Section 3 of Plat of Terra Pines Estates, made by Piedmont Engineering Service, December 1958, revised November 1961, recorded in the RMC Office for Greenville County, S.C. in Plat Book RR at Pages 96 and 97, and having, according to said plat and a revised plat made August 7, 1962 by Piedmont Engineering Service, recorded in Plat Book DDD at Page 165, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Terramont Circle in the front line of Lot 36, said pin being 30 feet north from the joint front corner of Lots 35 and 36 and runs thence with the East side of Terramont Circle, N. 13-00 E. 140 feet to an iron pin; thence with the curve of Terramont Circle and said un-named street (the chord being N. 63-08 E. 32.1 feet) to an iron pin on the South side of the un-named street; thence still with the curve of said un-named street (the chord being S. 66-50 E. 115 feet) to an iron pin; thence still along the curve of said street (the chord being S. 55-20 E. 100 feet) to an iron pin; thence still with the curve of said street (the chord being S. 47-36 E. 55.8 feet) to an iron pin; thence still with the curve of said street (the chord being S. 37-03 E. 100 feet) to an iron pin; thence still along said un-named street, S. 27-27 E. 100 feet to an iron pin; thence S. 58-25 W. 240 feet to an iron pin; thence along the rear line of Lot 35, N. 6-08 W. 143.5 feet to an iron pin; thence N. 51-20 W. 225.4 feet to an iron pin on the East side of Terramont Circle, the beginning corner.

This is the identical property conveyed to the Mortgagors herein by deed from James L. Darsie and Dorothy A. Darsie of even date to be recorded herewith in the RMC Office for Greenville County, which has the address of 107 Montero Lane Greenville, S.C. 29615 (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 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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