

FILED
GREENVILLE CO. S. C.
NOV 7 4 50 PM '79
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1487 PAGE 558

MORTGAGE

THIS MORTGAGE is made this 7TH day of November 1979, between the Mortgagor, Danny O. Rush and Pamela J. Rush (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of 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 Fifty-Five Thousand and no/100ths (\$55,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 7, 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 December 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 that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the Eastern side of Over Creek Road, near the City of Greenville, South Carolina, being known and designated as Lot No. 111 on plat of Section Two, Forrester Woods, as recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 4X, at Page 64, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Over Creek Road, said pin being the joint front corner of Lot Nos. 111 and 110 and running with the line of said road N. 11-13 E. 81.8 feet to an iron pin, thence running N. 55-31 E. 35.8 feet to an iron pin to the corner of Cold Springs Road; thence from the corner of Cold Springs Road S. 78-30 E. 125 feet to an iron pin at the joint front corner of Lot Nos. 111 and 112; thence with the common line of said lots S. 11-13 W. 106.8 feet to an iron pin being the joint rear corner of Lots Nos. 111 and 110; thence continuing N. 78-47 W. 150 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of Herbert C. Burnham and Norma K. Burnham dated November 7, 1979, and recorded in the R. M. C. Office for Greenville County of even date.

STATE OF SOUTH CAROLINA
COMMISSIONER OF REVENUE
DOCUMENTARY
STAMP
\$ 22.00

GCTO --- 1 NO 7 79 078

4.00CI

which has the address of 103 Cold Springs Road Mauldin South Carolina (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.

0550

4328 RV-2