

GREENVILLE CO. S. C.
3:15 4:44 PM '79
JENNIE S. STANFERSLEY
R.M.C.

CB LOAN NO. 188518

MORTGAGE

200:1488 440

THIS MORTGAGE is made this 15th day of November 1979, between the Mortgagor, JAMES MILTON LYERLY and ANNE F. LYERLY (herein "Borrower"), and the Mortgagee, CAMERON-BROWN COMPANY, a corporation organized and existing under the laws of North Carolina, whose address is 4300 Six Forks Road, Raleigh, North Carolina 27609 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY THOUSAND, FOUR HUNDRED AND NO/100ths Dollars, which indebtedness is evidenced by Borrower's note dated November 15, 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, 2004

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: In the City of Greer, lying on the northerly side of West Arlington Avenue, and being more particularly described on a plat entitled, "Estate of H. L. Cunningham," Prepared by Gould & Associates, Surveyors, dated November 27, 1978, recorded in Plat Book 7-A at page 9 and having such metes and bounds as appear by reference to said plat.

THIS is the identical property conveyed to the Mortgagors by deed of Roy E. Collins, Jr. to be recorded of even date herewith.

DEPARTMENT OF REVENUE
RECORDS AND CLERK
GREENVILLE, S. C.
NOV 20 1979

THE PROVISIONS OF THE ATTACHED ADDENDUM ARE MADE A PART OF THE NOTE AND MORTGAGE AND INCORPORATED HEREIN BY REFERENCE.

which has the address of 402 West Arlington Ave., Greer, S. C. 29651 (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.

SOUTH CAROLINA 1 to 4 family 6.75 FNMA FHLMC UNIFORM INSTRUMENT

CB 015 (8/75)

GCTO --- 1 NO15 79 928

S. C. OCT

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