

FILED S.C.
MAY 12 1980
GREENVILLE
SHERSLEY

MORTGAGE

THIS MORTGAGE is made this 12th day of May 1980, between the Mortgagor, M. BROOKS GALLAGHER (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 THIRTEEN THOUSAND SIX HUNDRED AND NO/100 (\$13,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 12, 1980 (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, 2000.

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 of those two (2) certain lots of land, situate on the Eastern side of Brookway Drive, in Grove Park and being known and designated as Lots 25 and 26, Block "C" and as shown by plat recorded in Plat Book "J" at pages 68 and 69 and more particularly described together as follows:

BEGINNING on said Drive at the corner of Lot 27 and running thence along the line of that lot, N. 36-32 E. 94.5 feet; thence in a Southeastern direction along the back lines of Lots 7 and 8, fifty feet to joint corner of Lots 8, 9, 24 and 25; thence along the line of Lot 24, 135.6 feet to Brookway Drive; thence N. 17-38 W. 61.4 feet to the BEGINNING corner.

This being the same property conveyed to the Mortgagor herein by deeds of A. Milton Stephens dated March 27, 1980 and recorded in the RMC Office for Greenville County in Deed Book 1123 at page 183 on April 1, 1980 and by deed of George H. Brock of even date to be recorded herewith.

RECORDED IN THE PUBLIC OFFICE OF GREENVILLE COUNTY, SOUTH CAROLINA
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which has the address of 18 Brookway Drive, Greenville, S.C. (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.

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