

GREENVILLE CO. S. C.

AUG 28 2 46 PM '80

DONNIE S. TANKERSLEY  
R.H.C.

**MORTGAGE**

1513 138  
**HOME SAVINGS**  
AND LOAN ASSOCIATION OF THE PIEDMONT  
7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

THIS MORTGAGE is made this 26 day of August, 1980, between the Mortgagor, Edward A. Livengood and Vassar C. Livengood

(herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand and no/100 (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 26, 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 September 1, 2005

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 pieces, parcels or lots of land, situate lying and being in Cleveland Township, South Carolina, being tract 4 on plat by T. Craig Keith, R.L.S. Dated 2-23-74 and also an adjacent tract of land shown on plat by C.E. Webb dated 10-14-72 recorded in the RMC Office for Greenville County in deedbook 963 at page 618, and having, according to said plats, the following metes and bounds, to-wit:

Tract 4. BEGINNING at a point in the center of Gap Creek Road, joint corner of tract 3, and running thence with the line of tract 3, S. 46-10 E. 2950 feet to an iron pin; thence N. 24-30 E. 390 feet to an iron pin; thence N. 7-00 W. 940 feet to an iron pin and Chestnut Oak; thence N. 68-15 W. 1200 feet to an iron pin; thence N. 46-30 W. 464 feet to an iron pin on the bank of Gap Creek; thence down the center of Gap Creek, along line of land now owned by grantee, S. 37-08 W. 443.9 feet to an iron pin on the bank of Gap Creek; thence still along the line of other land of grantee, N. 46-16 W. 530 feet to a point in the center of Gap Creek Road; thence down the center of Gap Creek Road S. 59 W. 100 feet to a point in the center of Gap Creek Road, the point of beginning, and containing 34.2 acres, more or less.

Adjacent Parcel: BEGINNING at an iron pin on the south side of Gap Creek Road, joint corner of property of grantor and Stewart Hendrix, and running thence with the line of Hendrix S. 45-30 E. 370 feet to an iron pin; thence continuing an additional 27 feet on the same course to the center of Gap Creek; thence down the center of Gap Creek to a point in the center of Gap Creek, an offset line commencing at the iron pin 27 feet from Gap Creek on the Hendrix line running S. 37-08 W. 443.9 feet to an iron pin 30 feet from the center of Gap Creek; thence from the center of Gap Creek N. 46-16 W. 30 feet to the iron pin last referred to; thence N. 46-16 W. an additional 530 feet to an iron pin on the south side of Gap Creek Road; thence with the south side of Gap Creek Road, N. 57-44 E. 450 feet to the point of beginning

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which has the address of Route 1 Marietta  
[Street]  
South Carolina 29661 (herein "Property Address");  
[State and Zip Code]



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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