

DONNIE S. TANKERSLEY MORTGAGE

FILED GREENVILLE CO. S.C. AUG 15 3 02 PM '80

THIS MORTGAGE is made this 15th day of August, 1980, between DONNIE S. TANKERSLEY and H. BROOKS GALLAGHER (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SEVENTEEN THOUSAND ONE HUNDRED AND NO/100 (\$17,100.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 15, 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 August 1, 2010;

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 lot of land on the Northeast side of Brookway Drive, at the Northern corner of the intersection of Brookway Drive and a service alley, in the City of Greenville, in Greenville County, S.C., being Lots 17 and 18 of Block "C" on plat of Grove Park, recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book "J", at pages 68 and 69, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a stake on the Northern corner of the intersection of Brookway Drive and a service alley, running thence along the Northeast side of Brookway Drive N. 60-03 W. 52.7 feet to a stake at joint front corner of Lots 18 and 19; thence along the line of Lot 19 N. 36-32 E. 206 feet to an iron pin in the center of a 10 foot strip reserved for utilities at joint rear corner of Lots 18 and 19; thence down the center of said 10 foot strip reserved for utilities S. 59-15 E. 53 feet to an iron pin on the Northwest side of said service alley; thence along the Northwest side of said service alley S. 36-32 W. 205.3 feet to the point of BEGINNING.

LESS HOWEVER: ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, in the City of Greenville, on the Northwest side of Service Alley and being known and designated as the rear five feet off of Lots Nos. 17 and 18, Block "C", Grove Park, as shown on plat thereof recorded in the RMC Office for Greenville County, S.C. in Plat Book J at pages 68 & 69 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint rear corner of Lots Nos. 18 and 19 and running thence along the rear line of Lots Nos. 18 and 17, S. 59-15 E. 53 feet to an iron pin on the Northwest side of a Service Alley; thence along the Southwest side of said Alley, S. 36-32 W. 5 feet to a point; thence N. 59-15 W. 53 feet, more or less, to a point at the joint side line of Lots Nos. 18 and 19; thence along the joint line of said lots, N. 36-32 E. 5 feet to the point of BEGINNING. 10 Brookway Drive, Greenville, S.C. which has the address of (Street) (City) (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 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.

This being the same property conveyed to the Mortgagee herein by deed of Albert L. Smith dated 8-15-80 and recorded in the RMC Office for Greenville County in Deed Book 1131 at page 291.

SCTO --- 1 SE 8 80 210 142

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This mortgage is being re-recorded to correct the final payment date.

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