

S. C.

FW '80

SLEY

MORTGAGE

THIS MORTGAGE is made this 15th day of December 19 80, between the Mortgagor, William E. Leyers and Beverly F. Leyers (herein "Borrower"), and the Mortgagee, South Carolina National Bank its Successors and/or Assigns, a corporation organized and existing under the laws of South Carolina whose address is 1241 Main Street Columbia, South Carolina 29226 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty-Five Thousand and no/100ths (\$85,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 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 January 1, 2011.

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 at the southerly intersection of Silver Creek and Middle Brook Road, near the City of Greenville, South Carolina, being known and designated as a portion of Lot No. 253 and a portion of Lot No. 254 on plat entitled "Revised plat of Lots 253 and 254, Sugar Creek", dated February 26, 1976, prepared by C. O. Riddle, Surveyor, recorded in the R. M. C. Office for Greenville, South Carolina, in Plat Book 5Q at Page 108 and being shown on a more recent survey entitled "Lot 254, Property of William E. Leyers and Beverly F. Leyers" dated December 2, 1980, prepared by Carolina Surveying Company, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 8J at Page 50 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Middle Brook Road, said pin being the joint front corner of Lots 253 and 254 and running thence with the common line of said lots S. 36-45-24 E. 181.64 feet to an iron pin, the joint rear corner of Lots 253 and 254; thence N. 37-58-27 E. 162.10 feet to an iron pin on the southwesterly side of Silver Creek Road; thence with the southwesterly side of Silver Creek Road N. 49-15-00 W. 130 feet to an iron pin at the intersection of Silver Creek Road and Middle Brook Road; thence with said intersection N. 87-38-44 W. 32.2 feet to an iron pin on the southeasterly side of Middle Brook Road; S. 48-15-25 W. 100.78 feet to an iron pin, the point of beginning. ^{thence}

This being the same property conveyed to the mortgagors herein by deed of Ralph L. Ogden and Lyric P. Ogden, of even date, to be recorded herewith.

which has the address of 201 Middle Brook Road Greer
(Street) (City)
S. C. 29651 (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.

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