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BOOK 1529 PAGE 244

# MORTGAGE

THIS MORTGAGE is made this 5th day of January, 19 81, between the Mortgagor, David Sutherland and Mary B. Sutherland (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 Eighteen Thousand Five Hundred and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated January 5, 1981 (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, 1991;

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 in the County of Greenville, State of South Carolina, being known as Lot No. 7 according to plat of Forest View made by T. C. Adams, dated February, 1955, and recorded in the R.M.C. Office for Greenville County in Plat Book II at Page 105 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Gilstrap Drive, at the joint front corner of Lots Nos. 7 and 8 and running thence along the line of Lot No. 8 N. 10-39 W. 177.6 feet to an iron pin, rear corner of Lot No. 8; thence along the line of Lots Nos. 5 and 6, S. 84-29 W. 119.8 feet to an iron pin on the eastern side of Gilstrap Drive; thence with said Drive, S. 26-36 E. 165.9 feet to an iron pin on eastern side of Gilstrap Drive; thence with curve of said Drive, the chord of which is S. 58-38 E. 28.7 feet to an iron pin on the northern side of said Gilstrap Drive; thence N. 89-14 E. 52.5 feet to the point of beginning.

Being the same property conveyed to the Mortgagors herein by deed of Marion B. Cogdill and Kathryn W. Cogdill dated January 5, 1981, and recorded in the R.M.C. Office for Greenville County in Deed Book 1140 at Page 145.

RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA  
DOCUMENTARY  
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which has the address of 101 Gilstrap Drive Greenville, S. C. (Street) (City) (State and Zip Code) (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.

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