

GREENVILLE

JAN 15 12 31 PM '81

DONNIE S. TANKERSLEY
R.M.C.

BOOK 1530 PAGE 158

MORTGAGE

THIS MORTGAGE is made this 15TH day of JANUARY 1981, between the Mortgagor, George E. Mercer AND JUDITH E. MERCER (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 Seventy thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated JANUARY 15, 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 February 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 on the corner of Creekside Court and Creekside Road, near the City of Greenville, South Carolina, being known and designated as Lot No. 435 on plat entitled Map 3, Section II, Sugar Creek, as recorded in the RMC Office for Greenville County in Plat Book 7-X at Page 2 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Creekside Court, said pin being the joint front corner of Lots 434 and 435 and running thence along Creekside Court N. 70-09-48 E. 34.36 feet to an iron pin; thence continuing along Creekside Court N. 80-04 E. 50 feet to an iron pin; thence S. 69-56 E. 80.42 feet to an iron pin; thence S. 23-28-09 E. 34.44 feet to an iron pin on Creekside Road; thence S. 18-05-19 W. 110.76 feet along Creekside Road to an iron pin the joint corner of Lots 435 and 436; thence with the common line of said lots N. 80-47-51 W. 138.76 feet to an iron pin, the joint corner of Lots 434, 435 and 436; thence along the common line of Lots 434 and 435 N. 0-15-25 E. 122 feet to the point of beginning.

THIS being the same property conveyed to the Mortgagor by a certain deed of Cothran and Darby Builders, Inc. dated January 15, 1981, and thereafter filed on the same date in the RMC Office for Greenville County in Deed Book 1140 at Page 191.

RECORDED
JAN 15 1981
GREENVILLE
SOUTH CAROLINA
R.M.C.

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which has the address of Lot 435 Sugar Creek S/D, Greer, South Carolina 29651 (herein "Property Address");
(Street) (City) (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.

4.0001

RECORDS

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