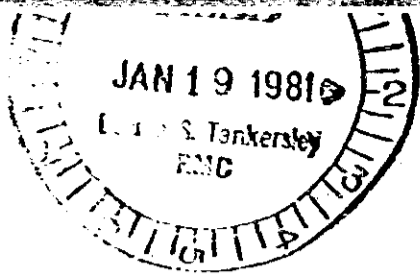


Bears



70786

BOOK 1530 PAGE 458

MORTGAGE

16 Sept 1980
12:15 pm TR Person

THIS MORTGAGE is made this 12th day of September 19. 80, between the Mortgagor, LeGrand D. Rodgers (herein "Borrower"), and the Mortgagee, MUTUAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of South Carolina, whose address is P. O. Box 1195, Greenwood, South Carolina 29646 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand and No/100 (\$30,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 12, 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, 2000

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 Greenwood State of South Carolina:

PARCEL I: All and singular that certain lot or parcel of land situate, lying and being in the County of Greenwood, State of South Carolina, being shown as Lot of L.D. Rodgers on plat of property of W. A. Klauber, Jr., H. W. May and L. D. Rodgers, made by Davis & Floyd, Inc., Engineers, of date January 10, 1959, which plat is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 12, at Page 238. According to said plat the within described property fronts on an unnamed road for a distance of 136.08 feet, more or less, and extends back therefrom on its southeastern boundary for a distance of 216.12 feet and extends back therefrom on its northwestern boundary for a distance of 212.91 feet, more or less, is 131.63 feet, more or less, wide in the rear, and is bounded as follows: On the Northeast by Lake Greenwood; on the Southeast by property undesignated on said plat; on the Southwest by said unnamed road; and on the Northwest by lot now or formerly of H. W. May.

This is the identical property conveyed to Dr. L. D. Rodgers by deed of Dr. William A. Klauber, Jr. and Dr. Hunter W. May dated June 27, 1962, and recorded in Deed Book 161, at Page 108, in the Office of the Clerk of Court for Greenwood County.

PARCEL II: All that certain dwelling unit lying and being in Greenville County, South Carolina, being known as Unit 2 on Jo Ann Condominiums Horizontal Property Regime, being more fully described by reference to plat of same prepared by Freeland & Associates, Engineers, dated April 1, 1980, which said plat is incorporated herein by reference and is further described according to the Master Deed establishing Jo Ann Condominiums Horizontal Property Regime.

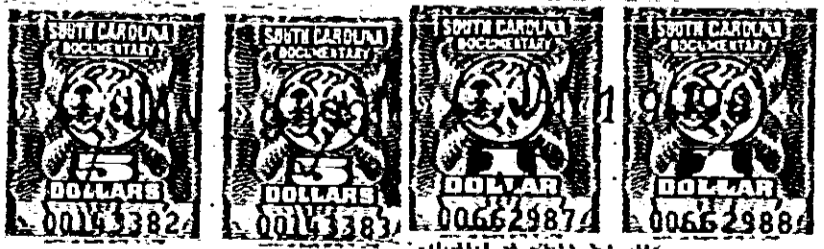
Also all rights, privileges and common elements appertaining to the above described apartments and as set forth in the said Master Deed and in the by-laws of Jo Ann Condominiums Horizontal Property Regime.

The within described property is subject to all conditions, restrictions limitations and affirmative obligations as are set forth in the said Master Deed as well as to any Protective Covenants, Conditions and By-Laws imposed upon Jo Ann Condominiums Horizontal Property Regime, as well as to existing easements and rights of way for streets, roads and utilities.

This is the identical property conveyed to the Mortgagor herein by deed of David C. Thomas and J. Calvin Sumney dated September, 1980, and recorded in Deed Book, at Page, in the RMC Office for Greenville County.

which has the address of Lake Greenwood Greenwood (Street) South Carolina 29646 (State and Zip Code) (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successorments now or hereafter erected on the property, and all easeme oil and gas rights and profits, water, water rights, and water sto property, all of which, including replacements and additions 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.

5550

4328 RV-2