

FILED
GREENVILLE CO. S. C.

MAR 13 3 20 PM '81

MORTGAGE

BOOK 1533 PAGE 123

DONNA ANN BANNERSLEY
R.M.C.

THIS MORTGAGE is made this 13th day of March 19 81, between the Mortgagor, William W. Buchanan and Judith H. Buchanan (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 Forty Thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 13, 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 April 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 piece, parcel or lot of land, with all buildings and improvements, situate, lying and being on the eastern side of Shady Creek Court, in Greenville County, South Carolina, being shown and designated as Lot No. 490, on a plat of SUGAR CREEK, MAP 2, SECTION 2, made by C. O. Riddle, Surveyor, dated February 5, 1980, recorded in the RMC Office for Greenville County, S. C., in Plat Book 7-X, page 19, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Shady Creek Court, at the joint front corners of Lots No. 489 and 490 and running thence with the common line of said lots, S. 59-49-08 E., 158.34 feet to an iron pin; thence N. 33-25-28 E., 136.01 feet to an iron pin; thence along the line of Lot No. 491, N. 74-34-09 W., 182.06 feet to a point on Shady Creek Court; thence with the eastern side of Shady Creek Court, S. 23-47-08 W., 90 feet to the point of beginning.

The above property is the same conveyed to the Mortgagors by deed of Cothran & Darby Builders, Inc., by deed of even date to be recorded simultaneously herewith.

RECORDED
1981 MAR 13 PM 3:20
GREENVILLE COUNTY S.C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

PROBATE (as to William H. Buchanan)

Personally appeared the undersigned witness and made oath that (s)he saw the within named Borrower sign, seal and as the instrument act and deed deliver the within written mortgage and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 13th day of March 19 81.

Constance J. McBride (SEAL)
Secretary Public for South Carolina
My Commission Expires 5/22/83

John M. Dillard

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which has the address of 107 Shady Creek Ct., Lot 490 Sugar Creek, Greer, South Carolina (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 seised 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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