

BOOK 1535 PAGE 554

FILED MORTGAGE

THIS MORTGAGE is made this 17th day of March 1981, between the Mortgagor, James B. Matthews and Judy H. Matthews

SCANA BANKERSLEY, (herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, who address is 907 North Main Street, Anderson, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seven Thousand Five Hundred Twenty-seven and 04/100 (\$7527.04) dollars, which indebtedness is evidenced by Borrower's note dated March 17, 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 March 30, 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 certain piece, parcel or tract of land lying and being situate in the County and State aforesaid and being shown on a plat of property of James B. Matthews and Judy H. Matthews prepared by C. L. Riddle, R.L.S. on August 18, 1978 and revised May 11, 1979, which plat is recorded in the RMC Office for Greenville County in Plat Book 7-H at Page 3, which plat shows 1.90 acres net and the following metes and bounds, to wit: BEGINNING at an iron pin near the center of the intersection of Bordeaux Drive and Marseille Drive and running thence along the southwestern edge of Marseille Drive S 26-24 E 101.5 feet to an iron pin; thence, turning and running S 49-08030 W 99.76 feet to an iron pin on the northern point of a lake; thence into said lake S 9-55 W 295 feet to a point; thence N 70-42 W 136.4 feet to an iron pin on the edge of said lake; thence S 80-47 W 139.65 feet to an iron pin in the center of Bordeaux Drive; thence along the center of said drive as follows: N 5-20 W 45.53 feet to an iron pin; thence N 1-46 E 100 feet to an iron pin; thence N 18-11 E 100 feet to an iron pin; thence N 51-29 E 113.3 feet to an iron pin; thence N 63-36 E 255 feet to the point of beginning. This being the same property conveyed unto mortgagors herein by deed of Jenks, Inc. dated June 7, 1979, of record in Deed Book 1104 at Page 392, of record in the RMC office aforesaid in Deed Book 1104 at Page 392.

which has the address of 230 Bardeaux Dr., Simpsonville, S.C. 29681 (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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