

JUL 27 3 44 PM '81

MORTGAGE

BOOK 1547 PAGE 979

DONNIE S. TANKERSLEY

THIS MORTGAGE is made this 24th day of July 1981, between the Mortgagor, Dennis O. McCleary and Janet S. McCleary (herein "Borrower"), and the Mortgagee, First National Bank of South Carolina, a corporation organized and existing under the laws of The State of South Carolina, whose address is P. O. Box 225, Columbia, SC 29202 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-five thousand and no/00 Dollars, which indebtedness is evidenced by Borrower's note dated July 24, 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 August 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 situate, lying and being in the State of South Carolina, County of Greenville, shown and designated as Lot 442 on plat of Sugar Creek Map 3 Section 2, recorded in the RMC Office for Greenville County in Plat Book 7X at page 2, and by a more recent plat of "Property of Dennis O. McCleary and Janet S. McCleary," prepared by Freeland and Associates on July 9, 1981, recorded in the RMC Office for Greenville County in Plat Book 85 at page 34; and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Sweetwater Court and running thence along the common property line of Lots 442 and 443; S. 74-06-46 E. 150.0 feet to an iron pin at the rear of lot; thence S. 8-19-17 W. 100.89 feet to an iron pin; thence turning and running along the common line of Lots 442 and 441, N. 74-06-46 W. 163.28 feet to an iron pin on Sweetwater Court; thence along said Court, N. 15-53-14 E. 100.0 feet to the point of BEGINNING.

This is the identical property conveyed to the mortgagors by deed of Cothran-Darby Builders, Inc., to be recorded of even date herewith.



which has the address of 106 Sweetwater Court, 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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