

FILED
GREENVILLE, S.C.

BOOK 1538 PAGE 359

AUG 24 11 48 AM '81

MORTGAGE

DONNIE S. LANKERSLEY

THIS MORTGAGE is made this 20th day of August, 1981, between the Mortgagor, William R. Witherspoon and Janice K. Witherspoon (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, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-three thousand five hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 20, 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 September 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, known and designated as Lot 42 on plat of Brookfield West, Section 2, recorded in the RMC Office of Greenville County in Plat Book 7X on page 88; and by a more recent plat prepared by Freeland and Associates on August 19, 1981 entitled "Property of William R. Witherspoon and Janice K. Witherspoon," recorded in Plat Book 8-T at page 5 in the RMC Office for Greenville County, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Westerly side of Brynhurst Circle and running with said Circle as follows: S. 19-42 56 E. 49.03 feet to an iron pin; thence S. 13-28 E. 76.26 feet to an iron pin; thence running across the corner of said Circle and Gilderbrook Road, S. 31-32 W. 35.36 feet to an iron pin; thence S. 76-32 W. 94.00 feet to an iron pin at the joint front corner of Lots 41 and 42; thence with the common line of Lots 41 and 42, N. 13-28 W. 150.0 feet to an iron pin; thence with the common line of Lots 42 and 43, N. 76-32 E. 113.66 feet to an iron pin on Brynhurst Circle, being the point of BEGINNING.

This is the identical property conveyed to the mortgagor by deed of William E. Smith, Ltd., to be recorded of even date herewith.

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
DOCUMENTARY
STAMP
AUG 20 1981
J.B.

which has the address of 1 Brynhurst Circle Greenville
[Street] [City]
South Carolina (herein "Property Address");
[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.

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