

MORTGAGE

SEP 16 4 39 PM '81

DONNIE J. BANKERSLEY

THIS MORTGAGE is made this 18 day of September 1981, between the Mortgagor, David M. Maher and Kathryn W. Straus (herein "Borrower"), and the Mortgagee, First National Bank of S.C., a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 225, Columbia, SC 29202 (herein "Lender").

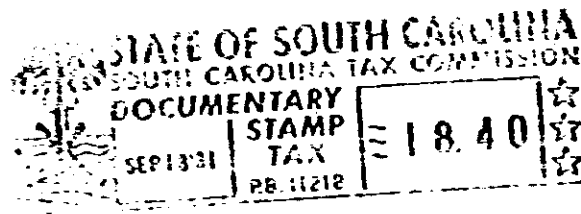
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Six Thousand & 00/100 (\$46,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 18, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 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 certain piece, parcel or lot of land, with buildings and improvements thereon, lying and being on the southwesterly side of Scottswood Drive, near the City of Greenville, State of South Carolina, being known and designated as Lot No. 329 on plat of Del Norte Estates, Section II, Sheet I as recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4N at Pages 12 and 13 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at the iron pin on the southwesterly side of Scottswood Drive, said pin being the joint front corner of Lots 328 and 329 and running with the southwesterly side of Scottswood Drive S. 29-44 E. 95 feet to an iron pin, the joint front corner of Lots 329 and 330; thence with the common line of said lots S. 60-16 W. 128.65 feet to an iron pin at the joint rear corner of Lots 329 and 330; thence N. 31-58 W. 95.2 feet to an iron pin at the joint rear corner of Lots 329 and 328; thence with the common line of said lots N. 60-16 E. 132.2 feet to an iron pin, the point of beginning.

This is the same property conveyed to Mortgagors herein by Deed of Robert C. Poss and Cheryl D. Poss dated September 18, 1981 and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1155 at Page 336.



which has the address of 203 Scottswood Drive, Greenville, SC 29607 (Street) (City) (State and Zip Code) (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 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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