

GREENVILLE CO. S. C.
AUG 31 3 10 PM '81
DONNIE S. TANKERSLEY
R.M.C.

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BOOK 1554 PAGE 419
AUG 31 3 20 PM '81
DONNIE S. TANKERSLEY

MORTGAGE

THIS MORTGAGE is made this 31st day of August, 1981, between the Mortgagor, James M. Hurt and Patricia C. Hurt, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-nine thousand two hundred fifty and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 31, 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 197 on plat of Brentwood, Section No. IV, as shown on a plat recorded in the RMC Office for Greenville County in Plat Book 5D at page 43; and by a more recent plat entitled "Property of James M. Hurt and Patricia C. Hurt," prepared by Richard D. Wooten, RLS #4678, on August 26, 1981 and recorded in the RMC Office for Greenville County in Plat Book 8-T at page 21; and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Brentwood Way, joint front corner of Lots 198 and 197, and running thence N. 79-25 E. 130.0 feet to an iron pin; thence turning and running along the joint line of Lots 197 and 196, S. 16-56 E. 168.9 feet to an iron pin on Brentwood Way, approximately 514.0 feet from Shaddock Drive; thence running along Brentwood Way as follows: N. 82-43 W. 73.4 feet; N. 52-09 W. 71.94 feet; N. 37-07 W. 71.53 feet; and N. 08-50 W. 27.55 feet to an iron pin, being the point of BEGINNING.

This being the identical property conveyed to the mortgagors by deed of James Leary Builders, Inc., to be recorded of even date herewith.



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which has the address of 905 Brentwood Way Simpsonville, South Carolina 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 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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