

MORTGAGE

1589 754

SLEYS S.M.B.

THIS MORTGAGE is made this 9th day of April 1982, between the Mortgagor, Thomas R. Baruch and Elizabeth A. McCleary Baruch (herein "Borrower"), and the Mortgagee, The Citizens and Southern National Bank of South Carolina, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 727, Columbia, South Carolina 29222 (herein "Lender").

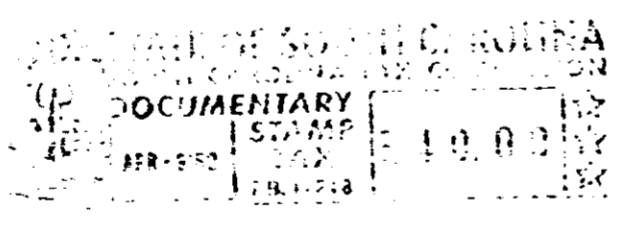
WHEREAS Borrower is indebted to Lender in the principal sum of One Hundred Thousand and No/100 (\$100,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 9, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2007

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 at the intersection of Altamont Road and Altamont Court, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 2 on a plat entitled "Rockwold, Phase I" prepared by Freeland & Associates, dated February 19, 1980, and recorded in plat Book 7X at page 21 and on a plat entitled "Property of Thomas R. Baruch and Elizabeth A. McCleary Baruch" dated April 2, 1982 in Plat Book 74, at page 91, in the office of the RMC for Greenville County, and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Altamont Court at the joint corner of Lots Nos 2 and 3, and running thence with the line of Lot No. 2, N. 21-47 W. 168 feet to an iron pin; thence S. 48-00 W. 112.7 feet to an iron pin on the Eastern side of Altamont Road; thence with the Eastern side of Altamont Road S. 00-04 E. 176 feet to an iron pin at the intersection of Altamont Road and Altamont Court; thence with said intersection, S. 47-10 E. 33.4 feet to an iron pin on the northern side of Altamont Court; thence with the Northern side of Altamont Court N. 84-44 E. 36.6 feet to an iron pin; thence N. 44-20 E. 67.4 feet to an iron pin in the curve of the cul-de-sac of Altamont Court; thence with the curve of said cul-de-sac, the chord of which is N. 44-20 E. 71.3 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Preferred Homes, Inc. dated April 9, 1982 and recorded April 9, 1982 in the Office of the RMC for Greenville County, South Carolina in Deed Book 1165 at Page 168.



Re-recorded to reflect change of date

which has the address of Altamont Court, Greenville, South Carolina 29609 (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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