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300-1578 100

SLEY

# MORTGAGE

# LONG, BLACK & GASTON

THIS MORTGAGE is made this 18th day of August, 1982, between the Mortgagor, FREDERICK E. BACHERT AND CONSTANCE N. BACHERT, (herein "Borrower"), and the Mortgagee, Kohn and Company, Incorporated, a corporation organized and existing under the laws of the State of South Carolina, whose address is Post Office Box 225, Columbia, South Carolina 29202 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of NINETY THOUSAND DOLLARS AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 18, 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 September 1, 2012;

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 situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 538, Map 4, Section 2, on plat of SUGAR CREEK, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book 8P at Page 62, and having, according to a more recent survey prepared by Freeland and Associates, dated August 16, 1982 entitled "Property of Frederick E. Bachert and Constance N. Bachert, the following metes and bounds:

BEGINNING at an iron pin on the southeastern side of Hunting Hill Circle, joint front corner with Lot 539, and running thence along the common line with Lot 539, S. 58-50 E. 150 feet to an iron pin at joint rear corner of Lots 538, 539 and 550; thence turning and running S. 33-04-33 W. 125.70 feet to an iron pin on the northern side of Cherrywood Trail; thence along said Cherrywood Trail, as follows: N. 64-25-42 W. 44.82 feet and N. 58-50 W. 76.27 feet to an iron pin at the intersection of said Cherrywood Trail with Hunting Hill Circle; thence along the curve of said intersection, the chord of which is N. 13-50 W. 35.36 feet to an iron pin on the southeastern side of Hunting Hill Circle; thence along said Hunting Hill Circle N. 31-10 E. 105 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagor's herein by deed of Cothran and Darby Builders, dated August 18, 1982, and recorded simultaneously herewith.



which has the address of 317 Hunting Hill Circle Greer, South Carolina 29651 (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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