

GREENVILLE, S. C.

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**MORTGAGE**

JOHN S. TANKERSLEY  
R.M.C.

THIS MORTGAGE is made this 28th day of April, 1982, between the Mortgagor, Edward C. Birkenstock and Darcey G. Birkenstock (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

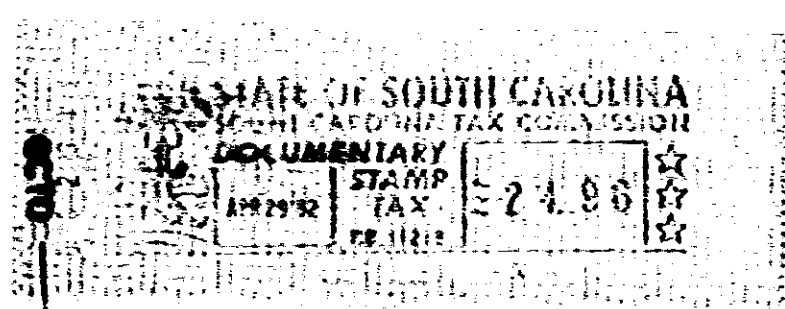
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-two thousand three hundred and no/100 (62,350.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 28, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 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 piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the southeastern side of Barry Drive in Greenville County, South Carolina being known and designated as Lot No. 27 on a plat entitled TERRACE GARDENS made by Jones and Sutherland Engineers, dated August 26, 1959, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book QQ at Page 85 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Barry Drive at the joint front corner of lots nos. 26 and 27 and running thence with the common line of said lots, S. 51-58 E. 200 feet to an iron pin; thence N. 38-02 E. 100 feet to an iron pin at the joint rear corner of lots nos. 27 and 28; thence along the common line of said lots, N. 51-58 W. 200 feet to an iron pin on the southeastern side of Barry Drive; thence along the southeastern side of Barry Drive, S. 38-02 W. 100 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to the mortgagors by deed of Carolina Builders and Realty, Inc. to be recorded herewith.



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which has the address of Lot 27 Terrace Gardens S/D, Greer,  
[Street] [City]  
South Carolina 29651 (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 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.