

FILED
GREENVILLE CO. S. C. MORTGAGE
JAN 24 11 12 AM '83
DONNIE S. TANKERSLEY
R.M.C.

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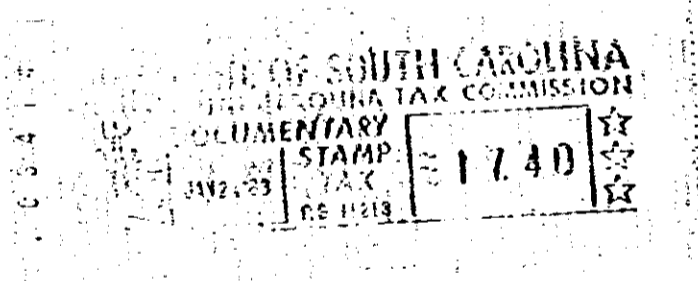
THIS MORTGAGE is made this 19th day of January 1983, between the Mortgagor, Roy Alan Brightwell and Audrey A. Brightwell, (herein "Borrower"), and the Mortgagee, Mortgage Corporation of the South, a corporation organized and existing under the laws of the State of Alabama, whose address is 2119 6th Avenue, North, Birmingham, Alabama 35203. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Three Thousand Five Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 19, 1983. (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2008.

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 the buildings and improvements thereon, situate, lying and being on the westerly side of Tanager Circle, near the City of Greenville, South Carolina, and being designated as Patio Home Lot No. 43, as shown on plat recorded in the RMC Office in Plat Book 7X at page 79, and having such metes and bounds as shown on said plat which by reference is incorporated herein and made a part of this deed.

This being the same property conveyed to Mortgagor by deed of Cothran & Darby Builders, Inc. of even date to be recorded herewith.



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which has the address of 43 Tanager Circle, Greenville, S.C. 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.

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