

FILED
GREENVILLE, S.C.

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Mar 23 1 35 PM '84 **MORTGAGE**

DONOR INSTRUMENTS (Construction—Permanent)
R.M.C.

THIS MORTGAGE is made this 23 day of March, 1984, between the Mortgagor, Bruce W. Gallman and Judith C. Gallman, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the 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 Fifty Thousand and No/100----- Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated March 23, 1984, (herein "Note"), providing for monthly installments of interest before the amortization commencement date and for monthly installments of principal and interest thereafter, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2015;

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, (b) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated March 23, 1984, (herein "Loan Agreement") as provided in paragraph 24 hereof, and (c) 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 tract of land in Greenville County, State of South Carolina, in Glassy Mountain Township, located on the Northern side of Lister Road, and being shown on plat of property made for Bruce W. & Judith C. Gallman by Freeland & Associates, R.L.S., dated 5-5-1983, which plat is to be recorded herewith and has the following courses and distances, to wit:

Beginning at a new R.R. Spike in Lister Road, corner of Otto Smith and running thence S. 7-47 E., 49.0 feet to pin on the Northern side of road; thence on the same course for a total distance of 1165.66 feet to pin (old) on line; thence still with Smith S. 72-00 E., 436.62 feet to old pin, corner of Terry W. Staggs; thence with Staggs S. 36-27 W., 722.90 feet to nail and cap in center of Lister Road; thence along the center of said road the following courses and distances: N. 36-06 W., 146.29 feet, N. 44-04 W., 98.80 feet, N. 50-18 W., 137.22 feet, N. 45-11 W., 54.42 feet, N. 37-36 W., 76.37 feet, N. 40-46 W., 56.80 feet, N. 46-30 W., 262.32, N. 44-08 W., 582.45 feet and N. 40-54 W., 139.63 feet to the beginning corner and containing a net of 12.304 acres, exclusive of road right of way. This is a part of the same conveyed to the within grantor by Mary Edna Roberts et al by deed recorded 7-24-70 in Deed Book 894, Page 578, Greenville County R.M.C. Office. See Plat Book 9-R, Page 21, Greenville County RMC Office.

DERIVATION: See Deed of Tim H. Roberts dated May 9, 1983 and recorded in the Greenville County RMC Office in Deed Book 1187, Page 946.

Derivation:

RECORDED IN GREENVILLE COUNTY, SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX \$ 20.00

which has the address of Route 3, Lister Road, Landrum,
[Street] [City]
South Carolina 29356 (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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