

FILED
GREENVILLE CO. S. C.

VOL 1661 PAGE 422

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MORTGAGE
DUNN & WEAVER
R.M.C.

THIS MORTGAGE is made this 7th day of May, 1984, between the Mortgagor, Matt J. Rutherford and Elizabeth Gail Jackson, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-eight Thousand and 00/100 (\$58,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 7, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2014;

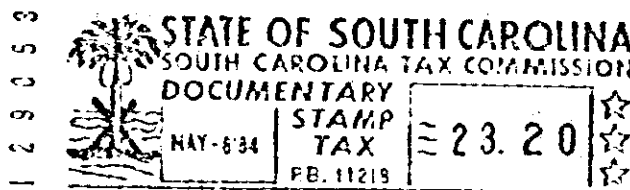
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 in Austin Township, Greenville County, State of South Carolina, being known and designated as Lot No. 7 of Forest Trail, a subdivision as shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book 7-X at Page 59, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Bethel Road, also known as Bethel Drive, at the joint front corner of Lots 6 and 7 and running thence along the joint line of said lots N. 22-53 E. 179.1 feet to an iron pin in the line of Montclair Subdivision; thence S. 67-07 E. 80.0 feet to an iron pin at the joint rear corner of Lots 7 and 8; thence along the joint line of said lots S. 22-53 W. 174.7 feet to an iron pin on the northern side of Bethel Road; thence along Bethel Road N. 70-15 W. 80.1 feet to the point of beginning.

This property is subject to restrictive covenants, rights-of-way, and easements of record as shown on the recorded plat.

This is the same property conveyed to the Mortgagors by deed of Michael E. Orr and Cathy M. Orr dated May 7, 1984 and recorded in Deed Book 1212 at Page 48 in the R.M.C. Office for Greenville County, South Carolina.



which has the address of 513 Bethel Drive, Mauldin (Street) (City) South Carolina 29662 (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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