

C# 10034  
(3)

3012397

**MORTGAGE**

GREENVILLE, S.C. 29609

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THIS MORTGAGE is made this 12th day of June 1984, between the Mortgagor, Gary G. Harbit and Claudia B. Harbit, DONNIE S. WATERSLEY (herein "Borrower"), and the Mortgagee, BANKERS MORTGAGE CORPORATION, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Drawer F-20, Florence, South Carolina 29501 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of SIXTY THOUSAND AND NO/100- (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 12, 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 July 1, 2014;

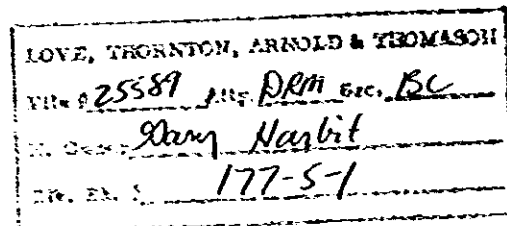
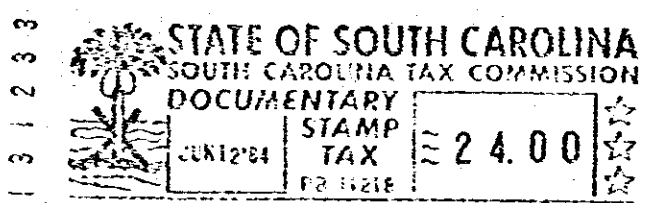
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 certain lot of land situate on the southern side of Mountain View Avenue, also known as West Mountain View Avenue, and on the eastern side of Robinson Street, in the County of Greenville, State of South Carolina, being shown as Lot No. 1 on a plat of Oakland Heights, Block B, recorded in the Office of the RMC for Greenville County in Plat Book F at page 204, and also shown on plat prepared for Claudia B. Harbit by Freeland and Associates, dated June 7, 1984, recorded in Plat Book 10-R at page 93 in the RMC Office of Greenville County, and having, according to said latter plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of Mountain View Avenue at the joint front corner of Lot No. 1 and Lot No. 2, and running thence with Lot No. 2, S. 9-09 W., 170.15 feet to an iron pin at the joint rear corner of Lot No. 1 and Lot No. 2; thence N. 80-28 W., 133.79 feet to an iron pin on the eastern side of Robinson Street; thence with said Street, N. 28-00 E., 179.71 feet to an iron pin on the southern side of Mountain View Avenue; thence with said Avenue, S. 80-15 E., 75.38 feet to the point of beginning.

This is the same property conveyed to Claudia B. Harbit by Deed of Harry S. Abrams, recorded on September 7, 1976 in Deed Book 1042 at page 492 in the RMC Office for Greenville County, and Deed conveying an undivided one/half interest in said property to Gary G. Harbit by Claudia B. Harbit to be recorded herewith.

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which has the address of 147 West Mountain View Avenue, Greenville, South Carolina 29609 (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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