

GREENVILLE CO. S. C.

JUL 20 3 49 PM '76

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

BOOK 1373 PAGE 895

THIS MORTGAGE is made this 26th day of July 19. 76, between the Mortgagor... David. H. Spearman and Mary. L. Spearman... (herein "Borrower"), and the Mortgagee, WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 206 South Main Street, Woodruff, S. C. 29388 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-nine Thousand and... no/100 (\$29,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 26th 1976 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 2001.

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 lying, being and situate in County and State aforesaid, at the Southwestern corner of the intersection of Stokes Road and Garrison Road, shown and designated as Lot No. Four (4) on plat of property of Levis L. Gilstrap, prepared by Campbell and Clarkson, Surveyors, Inc. dated April 16, 1971 and recorded in the R. M. C. Office for Greenville County in Plat Book 4-Q, page 65, and having, according to said plat, the following metes and bounds, to-wit: Beginning at an iron pin on the Southern side of Stokes Road, at the joint front corner of lots 2 and 4 and running thence along Stokes Road, N.81-45 E.160.8 feet to an iron pin; thence with the intersection of Stokes Road and Garrison Road S.29-32 E.56.38 feet to an iron pin on the Western side of Garrison Road; thence along the Western side of Garrison Road, S.28-21 W.259.75 feet to an iron pin; thence N.80-49 W.144.9 feet to an iron pin; thence along the joint line of lots 2 and 4 N.18-56 E.244.9 feet to the point of beginning. This being the same property which was conveyed to Larry Allen Rackley and Viola M. Rackley by Kenneth Hoffman, Jr. and Martha E. Hoffman by deed recorded on March 30, 1973 in the R. M. C. Office for said County in Deed Book 971, page 400. And being the same property which was conveyed to mortgagors herein by Larry Allen Rackley and Viola M. Rackley by deed which will be recorded forthwith in the said office. For a more particular description see the aforesaid plat.



which has the address of R-4 Stokes Rd, Simpsonville, S.C. (Street) (City)

S. C. (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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