

FILED
P. O. BOX 937
Greenville, S. C. 29602

BOOK 1402 PAGE 581

DONNIE S. TANMERSLEY
R.M.C.

MORTGAGE

DOCUMENTARY
JUN 29 1977
TAX
PR. 11218
13.32

THIS MORTGAGE is made this 29th day of June 1977, between the Mortgagor, MARTIN P. AYERS and LAVADA R. AYERS (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of 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 THIRTY THREE THOUSAND, TWO HUNDRED & FIFTY (\$33,250.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 29, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2007

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, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Mauldin, known as Lot 7-E on a plat entitled "SANFORD L. LINDSEY PROPERTY", by C. O. Riddle, Reg. L.S., dated June, 1958, and recorded in Greenville County Plat Book X at Page 4, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Greenbriar Drive at the corner of Lot 7-D, and running thence along said lot, N. 48-30 W. 326.3 feet to an iron pin; thence N. 59-48 E. 105.4 feet to an iron pin; thence S. 48-30 E. 293.2 feet to an iron pin on Greenbriar Drive; thence with said Drive, S. 41-30 W. 100 feet to the point of beginning.

ALSO: ALL that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Mauldin, known as a portion of Lot 7-D on a plat entitled "SANFORD L. LINDSEY PROPERTY" by C. O. Riddle, Reg. L. S., dated June, 1958, and recorded in Greenville County Plat Book X at Page 4, and also shown on a plat of the property of "J. O. SHAVER", by C. O. Riddle, Reg. L. S., dated August, 1962, and recorded in Greenville County Plat Book CCC at Page 59, and having according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northwestern side of Greenbriar Drive at the corner of property of J. O. Shaver, and running thence N. 48-30 W. 326.3 feet along the line of said J. O. Shaver property; thence S. 59-48 W. 34.8 feet; thence S. 48-30 E. 337.2 feet to a point on the northwestern side of Greenbriar Drive; thence with the side of Greenbriar Drive, N. 41-30 E. 33 feet to the point of beginning.

These parcels being the identical property conveyed to the mortgagors herein by deed of John G. Snipes and Jessie R. Snipes, dated June 29, 1977, to be recorded simultaneously herewith.

which has the address of 218 Greenbriar Drive, Mauldin, South Carolina 29662
[Street] [City]
..... (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.