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# MORTGAGE

THIS MORTGAGE is made this 9th day of May 19. 80, between the Mortgagor, ROBERT P. SCHMIDT, JR. AND JUDITH A. SCHMIDT (herein "Borrower"), and the Mortgagee, BANKERS TRUST OF SOUTH CAROLINA, a corporation organized and existing under the laws of South Carolina, whose address is c/o Aiken-Speir, Inc., P.O. Box 391, Florence, S.C. 29503 (herein "Lender").

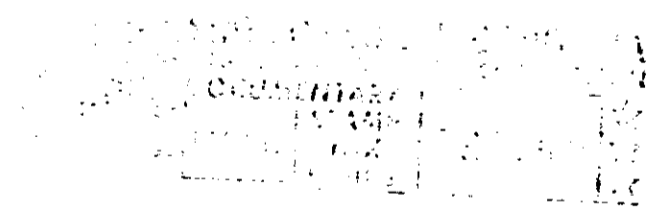
WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY-FIVE Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2010

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 piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, in the City of Mauldin, being known and designated as Lot No. 110 on plat of FORRESTER WOODS, Section 7, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-P, at Page 21 and 22, having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Stoney Creek Drive at the joint front corner of Lots 111 and 110; and running thence N. 49-00 W. 165 feet to an iron pin; thence S. 41-00 W. 115 feet to an iron pin on Piney Grove Road; thence with said Piney Grove Road S. 49-00 E. 140 feet to an iron pin; thence N. 86-00 E. 35.3 feet to an iron pin; thence N. 41-00 E. 90 feet to the point of BEGINNING.

This is the identical lot of land conveyed the Mortgagors herein by Marvin O. Cooper by deed recorded herewith.



which has the address of Lot No. 110, Stoney Creek Drive, Greenville, South Carolina 29607 (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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