

1337 787

MORTGAGE

1338 738

THIS MORTGAGE is made this 24th day of April, 1975, between the Mortgagor, Murray N. Mitchell and Susan S. Mitchell

(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. (herein "Lender").

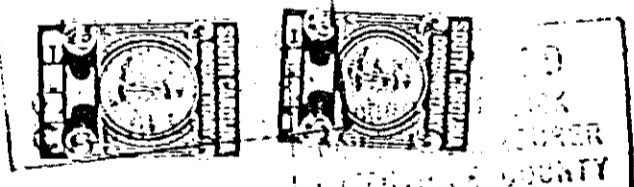
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-seven Thousand Four Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2005

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 lot of land in Greenville County, State of South Carolina, located on the southeastern side of Rutherford Road in the County of Greenville, State of South Carolina being shown as Lot No. 27 on a plat of Forest Hills Subdivision recorded in Plat Book BBB at Page 45 in the RMC Office for Greenville County, dated November 17, 1964 prepared by Carolina Engineering & Surveying Company and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Rutherford Road at the joint front corner of lots nos. 27 and 28 and running thence with lot no. 28 S. 40-13 E. 236.2 feet to an iron pin at the joint rear corner of lots nos. 27, 28, 35 and 34; thence with the line of lot no. 34, S. 65-40 W. 102.4 feet to an iron pin at the joint corner of lots nos. 26, 27, 34 and 33; thence with the line of lot 26, N. 40 W. 133.6 feet to an iron pin on Rutherford Road; thence with Rutherford Road N. 38-14 E. 100 feet to an iron pin, the point of beginning.

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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 in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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