

Family Federal Savings & Loan Assn.
Drawer 1
Greer, S.C. 29651

MORTGAGE

THIS MORTGAGE is made this 20th day of May 1976 between the Mortgagor, Vernon Wayne Rutherford (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America whose address is 3 Edwards Bldg., 600 N. Main St., Greer, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty-nine hundred & 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 First June 1996.

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 in the County of Greenville, State of South Carolina, being a portion of Lots 26 and 27 on the southeast side of Nancy Drive, as shown on a revised plat of City View Annex, which plat is recorded in the RMC Office for Greenville County, South Carolina in Plat Book G at Page 154, also being known as Lot 2 on plat of property of M. A. Parnell, dated December 22, 1971 and having, according to the last mentioned plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of Nancy Drive at the joint corner of Lots 1 and 2, which iron pin is located 194 feet southwest from the intersection of Crain Avenue and Nancy Drive; thence along the line of Lot 1, S. 25-20 E. 198.3 feet to an iron pin; thence S. 47-05 W. 100 feet to an iron pin; thence along the line of Lot 3, N. 30-12 W. 195.5 feet to an iron pin on the southeast side of Nancy Drive; thence along Nancy Drive, N. 47-05 E. 110 feet to the beginning corner.



which has the address of S. Nancy Drive Greenville South Carolina (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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