

FILED
GREENVILLE CO. S. C.

JUL 2 10 23 AM '76

MORTGAGE

BOOK 1371 PAGE 891

DONNIE S. TANKERSLEY
THIS MORTGAGE is made this 1st day of July, 1976,
between the Mortgagor, James P. Rutland and Vonda K. Rutland
(herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eight Thousand and no/100 (\$8,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 1, 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 July 1, 1988;

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 parcel of lot of land situated on the south side of the Brushy Creek Road, in the City of Greer, Chick Springs Township of Greenville County, State of South Carolina, and being Lot No. 13 of the property of Mrs. E.A. Wood Estate, according to survey and plat by H.S. Brockman, Surveyor, dated June 22, 1935, and recorded in Plat Book FF, Page 196, R.M.C. Office for Greenville County, and having the following metes and bounds to-wit:

BEGINNING at a point on Brushy Creek Road and running thence, S. 14-03 E. 170 feet; thence, S. 76-00 W. 70 feet; thence, N. 14-03 W. 170 feet; thence along Brushy Creek Road, N. 76-00 E. 70 feet to the point of beginning.

THIS is the identical property conveyed to the within Mortgagor by deed of Lulu Mae E. Fuller dated July 1, 1976 and being duly recorded in Deed Book 1039 at Page 54 in the R.M. C. Office for Greenville County.



which has the address of 203 Brushy Creek Road Greer
(Street) (City)
South Carolina 29651 (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.