LEATHERWOOD, WALKER, TODD & MANN

Aug 12 4 11 PH '73 DONNIE S. TANKERSLEY R.H.C.

**MORTGAGE** 

800x 1375 MGE 284

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THIS MORTGAGE is made this.

19.76, between the Mortgagor, R. L. RUCKER BUILDER, INC.

(herein "Borrower"), and the Mortgagee, South Carolina

Federal Savings & Loan Association

under the laws of United States of America whose address is 1500 Hampton Street

Columbia, South Carolina (herein "Lender").

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 located on the western side of Piney Grove Road and being shown and designated as lot 35 on a plat entitled Forrester Woods, Section 7 by R. B. Bruce, dated February 12, 1975, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5-P at Pages 21 and 22 and having according to said plat the following metes and bounds to-wit:

Beginning at a point on the western side of Piney Grove Road at the joint front corner of lots 34 and 35 and running thence with the common line of said lots, N. 77-54 W. 150 feet to a point; thence N. 12-06 E. 110 feet to a point; thence S. 77-54 E. 150 feet to a point on the western side of Piney Grove Road; thence with the western side of said Piney Grove Road, S. 12-06 W. 110 feet to the point of beginning and being the same property conveyed to the mortgagor herein by deed of W. D. Yarborough dated August 11, 1976.



South .Carolina ..... (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.

SOUTH CAROLINA -- 1 to 4 Family - 6 75 FINNAFFILMS UNIFORM INSTRUMENT LEATHERWOOD, WALKER, TOOD & MANN (CONTINUED ON NEXT PAGE)