

MORTGAGE

THIS MORTGAGE is made this 30th day of September 1976, between the Mortgagor, Brian C. McGinnis and Julia H. McGinnis (herein "Borrower"), and the Mortgagee, MID-SOUTH MORTGAGE COMPANY, INC., a corporation organized and existing under the laws of South Carolina, whose address is 136 Laurens St., N.W., Aiken, South Carolina 29801 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Four Thousand Seven Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 30, 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 October 1, 2006

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 piece, parcel or lot of land on the northern side of Stanley Drive, near the City of Greenville, being shown as Unit 42, on plat of Harbor Town, recorded in the RMC Office for Greenville County in Plat Book 5P, at Pages 13 and 14, and being more particularly described as follows:

Beginning at a point at the joint front corner of Units 42 and 43 and thence running S. 38-30 W. 20.8 feet; thence turning and running N. 51-30 W. 68.5 feet; thence turning and running N. 38-30 E. 20.8 feet; thence running S. 51-30 E., 68.5 feet to the point of BEGINNING.

This is the same property conveyed to the Mortgagors herein by deed of Harbor Town Limited Partnership, a S. C. limited partnership, recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1043, at Page 841, on October 1, 1976.



which has the address of 42 Stanley Drive Greenville South Carolina 29611 (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 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 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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