

FILED
GREENVILLE COUNTY
MAY 2 1977
CLERK OF COURTS

MORTGAGE

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THIS MORTGAGE is made this 2nd day of May 1977, between the Mortgagor, T. Walter Brashier (herein "Borrower"), and the Mortgagee, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LANCASTER, a corporation organized and existing under the laws of the State of South Carolina, whose address is 115 West Gay Street, Lancaster, South Carolina, 29720 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Two Hundred Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 2, 1977 (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, 2002; however, the Lender has the option to declare the loan due at the end of the 20th year.

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, situate, lying and being on the northeastern side of Pelham Road, containing approximately 1.94 acres, more or less, according to a plat entitled "Property of T. Walter Brashier", prepared by W. R. Williams, Jr., R.L.S., dated April 6, 1977, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin located along the right-of-way of Pelham Road and running thence N.40-13 W. 111.1 feet to an iron pin; thence turning and following the right-of-way of Batesview Road, N.15-22 W. 222.7 feet to an iron pin; thence continuing with said Road, N.17-15 W. 39 feet to an iron pin; thence turning and running N.69-56 E. 220 feet to an iron pin; thence turning and running S.22-15 E. 335.1 feet to an iron pin located along the right-of-way of Pelham Court; thence following said right-of-way, S.55-18 W. 188 feet to an iron pin; thence turning and running N.82-28 W. 37 feet to the point of beginning.

This is the same property as that conveyed to the Mortgagor herein by deed from DeBoer Resources Corporation, a Georgia corporation, recorded in the RMC Office for Greenville County in Deed Book 991 at Page 377 on November 9, 1973.

The mailing address of the Mortgagee herein is 115 West Gay Street, Lancaster, South Carolina 29720.

which has the address of 1.94 acres, more or less, Pelham Road, Greenville, (Street) (City) 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.

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