

SEP 31 11 45 AM '76

LEATHERWOOD, WALKER, TODD & MANN

DONNIE S. TANKERSLEY

BOOK 1376 PAGE 743

MORTGAGE

THIS MORTGAGE is made this 31st day of August 1976, between the Mortgagor, Jerry D. Lethco and Addie P. Lethco (herein "Borrower"), and the Mortgagee, Bankers Trust of South Carolina, a corporation organized and existing under the laws of South Carolina, whose address is c/o Aiken-Speir, Inc., P. O. Box 391, Florence, S.C. 29501 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-seven Thousand, Five Hundred and No/100 (\$37,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 31, 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 September 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 certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 9 according to a plat entitled "Carriage Estates," said plat being recorded in the R.M.C. Office for Greenville County in Plat Book PPP at Page 15, and having, according to a more recent plat entitled "Property of Jerry D. Lethco and Addie P. Lethco" by Freeland & Associates, dated August 18, 1976, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Brushy Creek Road at the joint front corner of Lots 9 and 10, and running thence with the line of Lot 10, S. 4-27 W. 187.2 feet to an old iron pin; thence N. 85 W. 100 feet to an old iron pin at the joint rear corner of Lots 9 and 8; thence with the line of Lot 8, N. 4-27 E. 186.1 feet to an iron pin on the southern side of Brushy Creek Road; thence with the southern side of Brushy Creek Road, S. 85-33 E. 100 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of Richard C. Ringer and Annie S. Ringer, said deed being dated August 31, 1976 and recorded in the R.M.C. Office for Greenville County.



which has the address of 1216 Brushy Creek Road, Taylors, South Carolina 29687 (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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