

Mr. 1 3 59 PM '76

DONNIE S. TANNERSLEY
R.M.C.

MORTGAGE

BOOK 1361 PAGE 283

THIS MORTGAGE is made this 17TH day of February 1976, between the Mortgagor, H. MICHAEL SPIVEY (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association a corporation organized and existing under the laws of United States of America whose address is 1500 Hampton Street Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY-EIGHT THOUSAND EIGHT HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 17, 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 February 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: in the City of Mauldin, containing 0.54 acres, and shown as Lot 1 on a plat entitled "Property of Alvis Gordon Dillard, Jr.," by T. H. Walker, Jr., dated February 5, 1972, which plat is recorded in the RMC Office for Greenville County in plat book 4M at page 139, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING AT AN iron pin on the eastern side of Ashmore Bridge Road, 100 feet more or less, South of Maple Drive and running thence with an old private cemetery, S. 88-28 E., 144.4 feet to an iron pin; thence along the line of Peachtree Terrace Subdivision, S. 53-01 E., 65 feet to an iron pin; thence along other property now or formerly of Joan Todd Hazel, S. 11-47 W., 105 feet to an iron pin; thence N. 79-03 W., 190 feet to an iron pin on the eastern side of Ashmore Bridge Road; thence along the side of said road, N. 6-11 E., 110 feet to an iron pin, at the point of beginning



which has the address of 205 Ashmore Bridge Road, Mauldin, S.C., 29662 (Street) (City) (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 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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