

FILLO  
GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY  
R.M.C.

**MORTGAGE**

THIS MORTGAGE is made this 5th day of August, 1977, between the Mortgagor, N. Barton Tuck, Jr. (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 One Hundred Ten Thousand and No. 100 (\$110,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 5, 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 December 1, 2007

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 of that certain tract, parcel or lot of land located in Greenville County, South Carolina, on the southern side of Brookside Way, in the subdivision known as Marshall Forest, plat of which subdivision is recorded in the R.M.C. Office for Greenville County, in Plat Book H, pages 133 and 134, and having the following metes and bounds:

BEGINNING on the southern side of Brookside Way at the corner of property now or formerly owned by L.D. Sherer and running thence along the southerly side of Brookside Way, S. 55-45 E. for a distance of 79.5 feet to an iron pin; thence continuing along the southerly side of Brookside Way S. 75-45 E. for a distance of 95.65 feet to an iron pin; thence along the line of property now or formerly of Iverson O. Brownell, Jr., S.05-04 E. for a distance of 221.6 feet to an iron pin; thence S. 65-47 W. for a distance of 109.9 feet to an old nail and cap; thence N. 23-29 W. for a distance of 337.53 feet to an old iron pin; thence N. 66-43 E. for a distance of 61.58 feet to the point of beginning, all as shown on a survey prepared by James R. Freeland dated August 11, 1976.

This is the same property conveyed to the grantor by Iverson O. Brownell, Jr., by deed dated August 27, 1976 and recorded September 3, 1976 in the R.M.C. Office for Greenville County, S. C. in Deed Book 1042 at Page 449.

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which has the address of Brookside Way Greenville, South Carolina (herein "Property Address");  
[Street] [City] [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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