

P. O. Box 969  
Greer, S. C. 29651  
GREENVILLE CO. S. C.

1405 892

Aug 12 3 03 PM '77  
JOHNIE S. TANKERSLEY  
R.H.C.

# MORTGAGE

THIS MORTGAGE is made this 12th day of August, 1977, between the Mortgagor, Barry A. Earle and Dianne H. Earle (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of (\$38,475.00) - Thirty-eight thousand four hundred seventy-five Dollars, which indebtedness is evidenced by Borrower's note dated August 12, 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 August 1, 2007

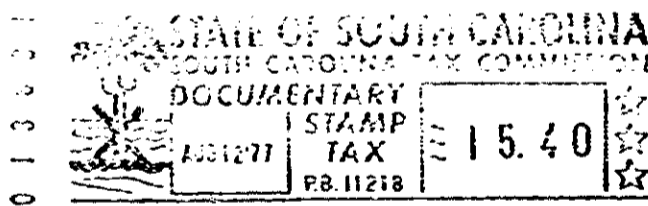
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 that certain piece, parcel, or lot of land, situate, lying and being on the northwestern edge of Hillside Drive, Greenville County, South Carolina, being shown and designated as Lot 52 on a Plat of BURGESS HILLS, recorded in the RMC Office for Greenville County in Plat Book Y, at Pages 96 and 97, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the northwestern edge of Hillside Drive, joint front corner of Lots 51 and 52, and running thence with said Drive, N 81-50 E, 110 feet to the corner of Lot 52; thence with the dividing line between Lots 52 and 53, N 05-54 E, 160.4 feet to an iron pin; thence S 75-42 W, 140 feet to the joint rear corner of Lots 51 and 52; thence with the dividing line between said Lots, S 04-11 E, 140.9 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of James Thomas Seaborn and Shirley W. Seaborn, by deed dated August 8, 1977, to be recorded simultaneously herewith.

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which has the address of 311 Hillside Drive, Burgess Hills Greer (Street) (City) South Carolina 29651 (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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