LEATHERWOOD, WALKER, TODO & MANN 3 C4 PU 17

200x 1433 MEE 748

## CHARLE S. TARKE MORTGAGE

R.H.C.
THIS MORTGAGE is made this
. Bankers. Trust of South Carolina
WHEREAS, Borrower is indebted to Lender in the principal sum of . Forty. Thousand and no/100  Dollars, which indebtedness is evidenced by Borrower's note
dated
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 "Puture 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
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. 220, according to a plat entitled "Botany Woods, Sector 5," said plat being recorded in the R.M.C. Office for Greenville County in plat book YY at pages 6 and 7, and having, according to a more recent plat, entitled "Property of William A. McLeod and Phyllis B. McLeod," dated May 24, 1978, the following metes and bounds, to-wit:
BEGINNING at an iron pin on the southern side of Hiawatha Drive at the joint front corner of Lots 221 and 220, and running thence with the line of Lot 221, S. 23-46 W. 198.3 feet to an iron pin; thence N. 54-39 W. 65 feet to an iron pin at the joint rear corner of Lots 220 and 219; thence with the line of Lot 219, N. 4-52 E. 171.3 feet to an iron pin on the southern side of Hiawatha Drive; thence with the southern side of Hiawatha Drive, S. 82-44 E. 32 feet to an iron pin; thence continuing with the southern side of Hiawatha Drive, S. 75-07 E. 90 feet to an iron pin, the point of beginning. This is the same property conveyed to the mortgagors herein by deed of Jamile J. Francis, Jr. and Cathren C. Francis dated <a href="May 30, 1978">May 30, 1978</a> to be recorded.
And it is agreed between the parties hereto that in the event the property embraced by this mortgage is sold or otherwise conveyed by the Mortgagor prior to the time that the lien created hereby is fully satisfied, or if the title to such property shall become vested in any other person or entity in any manner whatsoever other than because of the death of the Mortgagor, then and in such event, the remaining principal balance secured by this mortgage, together with all accrued interest, shall at once become due and payable, at the option of the legal holder hereof.
It is further agreed that if William A. McLeod shall cease to be an employee of Bankers Trust of South Carolina, or a subsidiary, for any reason other than death, then, and in such event, the remaining principal balance secured by this mortgage, together with Call accrued interest, shall at once become due and payable, at the option of the legal
holder hereof.
DOCUMENTARY
J. SAM 1 6,00 3
Solution has the address of 107 Hiawatha Drive Greenville
[Street] (City)
S.C. 29615 (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

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 spherally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions liked in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Mortgage is on a leasehold) are herein referred to as the "Property".

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