

1500 Hampton Street
Columbia, S. C. 29201

BOOK 1481 PAGE 357

FILED
REC'D
11 20 AM '79
R.M.C. HERSLEY

MORTGAGE

THIS MORTGAGE is made this 19th day of September, 1979, between the Mortgagor, George J. Fansmith and Genevieve M. Fansmith (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 Seventy-Four Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 19, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2009;

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 with the buildings and improvements thereon, lying and being on the northeasterly side of Berrywood Court, near the City of Greenville, being known and designated as Lot 38 on plat entitled Map No. 7, Sugar Creek, as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-C, at page 15, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northeasterly side of Berrywood Court, said pin being the joint front corner of Lots 38 and 39, and running thence with the common line of said lots, N. 80-23 E., 93.17 feet to an iron pin, the joint corner of Lots 38, 39 and 384; running thence with the common line of Lot 38 and 384, N. 36-06-47 E., 87 feet to an iron pin at the joint rear corner of Lots 38 and 385; running thence N. 16-14-17 W., 41.80 feet to an iron pin at the joint rear corner of Lots 37 and 38; thence with the common line of said lots, S. 80-23 W., 152.41 feet to an iron pin on the northeasterly side of Berrywood Court; thence with the northeasterly side of Berrywood Court, S. 9-37 E., 100 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the Mortgagors by deed of Cothran and Darby Builders, Inc. of even date, to be recorded herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
20.00

61010
SECURITY
220

which has the address of Berrywood Court, Greer, S. C. 29651 (herein "Property Address");

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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