

FILED
GREENVILLE CO. S. C.
OCT 20 3 51 PM '80
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

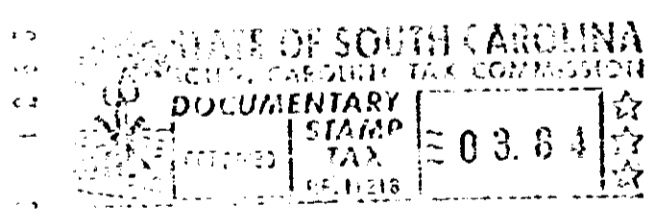
THIS MORTGAGE is made this 17th day of OCTOBER, 1980, between the Mortgagor, M. BROOKS GALLAGHER and CAROL N. YOUNG (a/k/a CAROL YOUNG ERSKINE), (herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, a corporation organized and existing under the laws of the State of South Carolina, whose address is 907 North Main Street, Anderson, South Carolina (herein "Lender").
WHEREAS, Borrower is indebted to Lender in the principal sum of NINE THOUSAND SIX HUNDRED AND NO/100 (\$9,600.00) dollars, which indebtedness is evidenced by Borrower's note dated OCTOBER 17, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid due and payable on NOVEMBER 1, 1990

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 piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, being known as #56 Old Spartanburg Road and having, according to plat of said property by James R. Freeland, R.L.S., dated November 1, 1979, the following metes and bounds, to-wit:

BEGINNING at an I.N. on Old Spartanburg Road, 1639.7 feet west of North Street and running thence N. 63-36 W. 105 feet to an I.N. on Old Spartanburg Road; thence, N. 24-00 E. 409 feet to an I.O.; thence S. 64-09 E. 105.2 feet to an I.O.; thence S. 24-02 W. 410 feet to the point of BEGINNING.

This being the same property conveyed to the Mortgagors herein by deed of Bankers Trust of South Carolina, as Trustee under the will of R. Leo Batson dated December 19, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1117 at page 611.



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which has the address of 56, 56-A and 58 Spartanburg Street, (City)
Greenville, S.C. 29605 (State and Zip Code) (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 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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