

S. C.
PH '82
SLEY
REAL ESTATE MORTGAGE

BOOK 1562 PAGE 174

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

MORTGAGOR(S)/BORROWER(S)

MORTGAGEE/LENDER

Robert P. Bell and Ruby L. Bell
11 Mountain Brook Trail
Greenville, South Carolina

Sunamerica Financial Corporation
33 Villa Road, Suite 201
Greenville, South Carolina 29607

Account Number(s) 404145

Amount Financed \$20,280.67 Total Note \$38,400.00

KNOW ALL MEN BY THESE PRESENTS, that the said Borrower, in consideration of the debt referred to by the account number(s) and amount financed above, and of the sum of money advanced thereunder, which indebtedness is evidenced by Borrower's note bearing the date 26th day of January, 1982, providing for installment payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 1st day of February, 1990; and in the further consideration of (1) all existing indebtedness of Borrower to Lender (including, but not limited to, the above-described advances), evidenced by promissory notes and all renewals and extensions thereof, (2) all future advances that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, and all renewals and extensions thereof, and (3) all other indebtedness of Borrower to Lender now due or to become due or hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any time not to exceed Fifty Thousand and no/100 Dollars (\$50,000.00), plus interest thereon, attorney's fees and court costs, with interest as provided in said note(s), and costs including a reasonable attorney's fee of not less than fifteen per centum of the total amount due thereon and charges as provided in said note(s) and herein, the undersigned Borrower does hereby mortgage, grant and convey to Lender, and by these presents does hereby grant, bargain, sell, convey and mortgage, in fee simple, unto Lender, its successors and assigns the following described property:

All those pieces, parcels or lots of land situate, lying and being on the western side of Mountain Brook Trail and being shown on plat of property of H. V. Barker, which plat was prepared by Carolina Engineering & Surveying Co. as a 1.16 acre tract of land and a 0.46 acre tract of land and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Mountain Brook Trail at the joint corner of property now or formerly of Harry E. Dawson and running thence with the joint line of said tracts S. 78-95 W. 441.0 feet to an iron pin; running thence S. 68-0 E. 538 feet to a point in the center of Mountain Brook Trail, running thence with the center of said trail N. 1-0 E. 155.3 feet; thence continuing with the center of said street N. 17-33 W. 60 feet; thence continuing with said trail N. 32-09 W. 100 feet to an iron pin, point of beginning.

Borrowers' address: 11 Mountain Brook Trail, Greenville, South Carolina



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, water stock and all fixtures now or hereafter attached to the property, all of which, including replacements or 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

400
8
19521801

this mortgage is on a leasehold), are referred to as the "property". DERIVATION: Title passed from _____
Robert H. Freeland and C. S. Willingham

to the Borrower by _____ Deed dated 5/16/72, recorded _____ May 16, 1972

in the Office of the _____ Clerk of Court

for _____ Greenville County in _____ Deed Book 943

at _____ Page 410

TO HAVE AND TO HOLD, all and singular, the said property unto Lender and Lender's successors and assigns, forever.

Borrower covenants that he is lawfully seized of the premises herein above described in fee simple absolute (or such other estate, if any, as is stated hereinbefore), that he has good, right and lawful authority to sell, convey, mortgage or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except: (if none, so state.)

First Federal Savings & Loan Association

0174

4328 RV.2