

34- F. E. S. C.
MAY '82
WISLEY

MORTGAGE

BOOK 1570 PAGE 585

THIS MORTGAGE is made this 21st day of May 1982, between the Mortgagor, John E. Fair and Patricia R. Fair, Bank of South Carolina (herein "Borrower"), and the Mortgagee, First National Bank of South Carolina, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 225, Columbia, S.C. (herein "Lender").

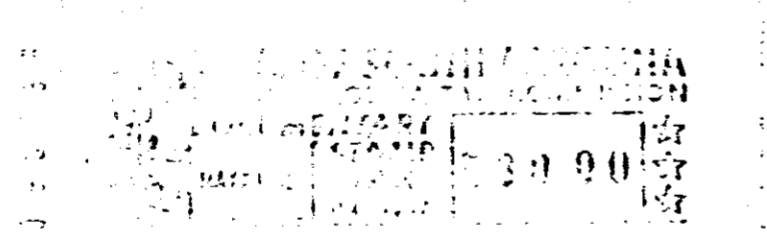
WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Five Thousand and No/100 (\$75,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 21, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2012.

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 on the northeasterly side of Briarwood Drive, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 106 on a plat of Holly Tree Planatation, Phase III, Section II, prepared by Piedmont Engineers, Architects and Planners, dated April 3, 1979, and recorded in the Office of the RMC for Greenville County in Plat Book 7-C at Page 27 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Briarwood Drive, at the joint front corner of Lot 106 and 105 and running thence with the line of Lot 105 N. 31-44 W. 161.52 feet to an iron pin at the joint rear corner of Lot 106 and Lot 105; thence S. 72-35 W. 90 feet to an iron pin at the rear joint corner of Lot 106 and Lot 107; thence S. 24-43 E. 169.2 feet to an ironpin on Briarwood Drive; thence with said Drive N. 74-21 E. 25.0 feet to an iron pin; thence still with said Drive N. 64-17 E. 80 feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of Donald E. Franklin of even date to be recorded herewith.



which has the address of Rt 1 Briarwood Drive Simpsonville, South Carolina 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.

1058

4328 RV.2