

DOCUMENTARY STAMP

MORTGAGE

RECORDED
JUL 26 PM '82
R.M.C. GREENVILLE S.C.

THIS MORTGAGE is made this 26th day of July, 1982, between the Mortgagor, Donald C. Brett, Jr. and Dottie D. Brett, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty One Thousand and No/100 (\$41,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 26, 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 January 26, 1982

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, lying, and being in the County of Greenville, State of South Carolina, and being known and designated as Lot 1 on a plat of Forest View, prepared by R. B. Bruce, R.L.S., April 9, 1971, and according to a more recent plat prepared of said property by Carolina Surveying Company July 26, 1982, which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 9-C, at Page 89, having the following courses and distances, to-wit:

BEGINNING at an iron pin, joint front corner with Lot 2 and running thence along the northern side of Rainey Road, N. 61-00 W. 10 feet to a point on the edge of said Road; thence continuing with the edge of said Road, N. 52-35 W. 75 feet to an iron pin on the edge of said Road; thence continuing with the edge of said Road, N. 26-35 W. 50 feet to an old iron pin on the edge of said Road; thence continuing with the edge of said Road, N. 05-11 W. 125 feet to an old iron pin on the edge of said Road, joint corner with property now or formerly belonging to R. L. Rainey; thence running with the common line with the said R. L. Rainey, N. 45-00 E. 296 feet to an old iron pin, joint rear corner with Lot 14; thence running with the common line with said Lot, S. 47-21 E. 245 feet to an old iron pin, joint rear corner with Lot 2; thence running with the common line with Lot 2, S. 47-31 W. 390.4 feet to an iron pin on the edge of Rainey Road, the point of beginning.

The within property is the identical property conveyed to Donald C. Brett, Jr., by deed of Dixie Enterprises, Inc., dated November 3, 1976, which said deed is recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1045, at Page 641. The said Donald C. Brett, Jr., conveyed a one-half interest in and to the subject property to Dottie D. Brett by deed of even date herewith and which said deed is being recorded simultaneously with the recording of the within instrument.

which has the address of Route 5, Rainey Road, Greenville, South Carolina 29609,
(Street) (City)
(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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