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GREENVILLE, S.C.

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DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

THIS MORTGAGE is made this 12th day of October 1982, between the Mortgagor, James D. McGuire and Louise L. McGuire Corporation of the South (herein "Borrower"), and the Mortgagee, Mortgage Corporation of the South, a corporation organized and existing under the laws of Alabama, whose address is 2119 6th Avenue North, Birmingham, Alabama 35203 (herein "Lender").

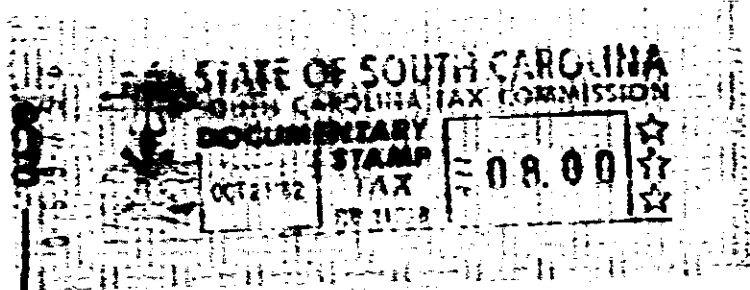
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Thousand and 00/100 (\$20,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 12, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 31, 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 \_\_\_\_\_, State of South Carolina:

ALL that lot of land situate on the easterly side of Quail Run Circle, in the County of Greenville, State of South Carolina, being shown as Lot 49 on a plat of Quail Run Subdivision, dated November 20, 1980, Revised July 20, 1981, prepared by Freeland & Associates, Surveyor, and recorded in the REC Office for Greenville County in Plat Book 8P at Page 21, on July 20, 1981, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Quail Run Circle at the joint front corner of Lot 49 and Lot 48, running thence with the common line of Lot 49 and Lot 48, N. 88-38 E. 225.0 feet to an iron pin at the joint rear corner of Lot 49 and Lot 48; running thence with the common line of Lot 49 and Lot 50, N. 1-22 W. 125.0 feet to an iron pin on Quail Run Trail; running thence along Quail Run Trail S. 88-38 W. 175.0 feet to an iron pin; thence S. 49-17 W. 38.7 feet to an iron pin on Quail Run Circle; running thence with Quail Run Circle S. 9-56 W. 102.5 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Professional Builders and Associates recorded of even date.



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which has the address of 401 Quail Run Circle, Fountain Inn, South Carolina 29644 (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".

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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.