

GREENVILLE

Aug 22 1983

# MORTGAGE

GREENVILLE

THIS MORTGAGE is made this 22nd day of August 1983, between the Mortgagor, HERBERT B. DRAKE, III and ELIZABETH N. DRAKE (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY THOUSAND AND NO/100 (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 22, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2013.

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 piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the southern side of Langley Drive and containing 2.97 acres according to a plat entitled "Survey for Robert W. Stephens and Elizabeth R. Stephens" prepared by Carolina Engineering & Surveying Co., said plat being recording in the RMC Office for Greenville County in Plat Book 5-A at Page 88, and having, according to a more recent plat by Jeffrey M. Plumblee, R.L.S., dated August 16, 1983, and entitled "Property of Herbert B. Drake, III and Elizabeth N. Drake," recorded in the RMC Office for Greenville County in Plat Book 90 at Page 83, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Langley Road at the joint front corner with property now or formerly belong to Tony D. Anderson, and running thence S. 14-35 E. 375.3 feet to a point; thence S. 69-54 W. 256.4 feet to an iron pin; thence N. 71-10 W. 176.1 feet to an iron pin; thence N. 4-05 E. 160.9 feet to an iron pin; thence N. 13-52 W. 96.1 feet to a point in the center of Langley Road; thence with the center of Langley Road, N. 66-33 E. 353.7 feet to an iron pin, the point of beginning.

THIS is the same property conveyed to the Grantors herein by deed of J. D. Anderson and Mary M. Anderson, dated June 23, 1973, and recorded July 5, 1973, in Greenville County Deed Book 978 at Page 347.

which has the address of Route 1, Langley Road, Travelers Rest, South Carolina 29629 (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 unincumbered, 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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