



1828 272

**MORTGAGE**

THIS MORTGAGE is made this 23rd day of September, 1983, between the Mortgagor, Phyllis Y. Buehler

(herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, who address is 907 North Main Street, Anderson, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seven thousand six hundred eighty-two and 08/100 (\$7,682.08) dollars, which indebtedness is evidenced by Borrower's note dated September 23rd, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid due and payable ~~to~~ according to the terms contained therein

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 Oaklawn Township, Greenville County, State of South Carolina being shown as Tract A-1, containing 82.84 acres on a Plat prepared at the request of Earl W. Martin, dated April 26, 1973, made by Farmer and Simpson Engineers, Anderson, South Carolina and having according to said Plat the following metes and bounds to wit:

BEGINNING at a point on the Northeastern edge of Old Pelzer Road at its intersection with Williams Road and running thence with the center of the said Williams Road, the following courses and distances: S. 44 - 55 W. 198.0 feet to a point; thence S. 47 - 10 W., 1650.0 feet to a point; thence S. 48 - 40 W. 754.0 feet to a point in the center of Williams Road, joint corner of property herein conveyed and property now or formerly of H. C. Madden; thence running with the Madden line, N. 47 - 58 E., 1081.1 feet to a point, joint corner of property herein conveyed the aforementioned Madden property and property now or formerly of Washington Baptist Church; thence running with the Church line, S. 69 - 53 E. 599.5 feet to a point, joint corner of property herein conveyed, property now or formerly of Washington Baptist Church and Tract A-2 consisting of 2.97 and Tract B as shown on the aforementioned plat as containing 4.35 acres; thence running with a line of Tract A-2 and property herein conveyed, the following courses and distances: S. 20 - 07 W., 179 feet to a point; thence S. 69 - 53 E., 605.0 feet to a point; thence N. 20 - 07 E., 601.5 feet to a point in the line of property now or formerly of Carl Allen and Vesta Chapman; thence with Allen Chapman line, S. 70 - 46 E., 1272.8 feet to the point and place of beginning.

This mortgage is a third lien against said property. The first mortgage being given by Earl W. Martin and Ora O. Martin and recorded in the RMC Office for Greenville County, S. C. unto Perpetual Building and Loan Association (now Perpetual Federal Savings & Loan Association) dated June 5, 1968 and recorded in Mortgage Book 1094 at page 442, and assumed by Phyllis Y. Buehler. The second mortgage given by Earl W. Martin and Ora O. Martin unto the Perpetual Building and Loan Association (now Perpetual Federal Savings & Loan Association) dated April 9, 1973 and recorded in the aforesaid Office in Mortgage Book 1272 at page 295, which was also assumed by Phyllis Y. Buehler.

which has the address of Route 2, Pelzer (City) South Carolina (State and Zip Code) (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.

1828 272

1828 272