

FILED
GREENVILLE CO. S.C.

MORTGAGE

MAR 5 10 50 AM '84

THIS MORTGAGE AGREEMENT was made this 2nd day of March 1984, between the Mortgagor, Donna B. Lyerly and Keith H. Lyerly (herein "Borrower"), and the Mortgagee, The Palmetto Bank, a corporation organized and existing under the laws of South Carolina, whose address is 470 Haywood Road, Greenville, South Carolina 29607 (herein "Lender").

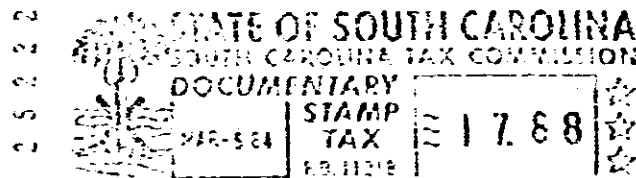
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-four Thousand, Six Hundred, Fifty and 00/100 (\$44,650.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 1, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2014;

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 located in the County of Greenville, State of South Carolina and lying and being on the eastern side of Richmond Drive and being shown as Lot 40 of Richmond Hills, Section I, according to a plat recorded in the RMC Office of Greenville County in Plat book JJJ at page 81 and having, according to a more recent plat entitled, "Property of Donna B. Lyerly and Keith H. Lyerly", by Freeland and Associates dated February 17, 1984, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Richmond Drive at the joint front corner of Lots 39 and 40 and running thence with the line of Lot 39 S. 60-45 E. 150 feet to an iron pin; thence S. 29-15 W. 100 feet to an iron pin; thence N. 60-45 W. 150 feet to an iron pin on the eastern side of Richmond Drive; thence with the eastern side of Richmond Drive N. 29-15 E. 100 feet to an iron pin, the point of BEGINNING.

This being the same property conveyed to the mortgagors herein by deed of James C. Fisher and Christine R. Fisher, said deed being dated March 5, 1984 and recorded in the RMC Office of Greenville County in Deed book 1207 at page 463.



GCTO 3 MAR 5 84 09

which has the address of 204 Richmond Drive, Greenville, South Carolina 29609 (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.

0630

14328 RV2