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MORTGAGE

THIS MORTGAGE is made this 9th day of February.

19.77, between the Mortgagor, John P. Sheppard and Kathy L. Sheppard (berein "Borrower"), and the Mortgagee, Carolina (berein "Borrower"), and the Mortgagee, Carolina under the laws of the State of South Carolina does not be state of South Carolina (berein "Lender").

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: being shown and designated as Lot Number 132 Coach Hills, as shown on plat prepared by Piedmont Engineers, Architects and Planners dated September 26, 1974, and recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 85 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 132 and 133 and running thence with a street known as Field-stone Place, N 11-05 W 100 feet to an iron pin at the joint front corner of Lots 131 and 132; thence with the common line of Lots 132 & 131, S 78-55 W 150.0 feet to an iron pin; thence turning and running with the rear line of this lot, S 11-05 E 100 feet to an iron pin at the joint rear corner of Lots 132 and 133; thence with the common line of said lots, N 78-75 E 150.0 feet to the point of beginning.

This is the same property conveyed to the Mortgagors by deed of W.N. Leslie, Inc. dated February 9, 1977 and recorded of even date herewith.

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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.

MORTGAGE