301 College Street, Greenville, S.N.C. 29601 ERSLEY

\_ (Space Above This Line For Recording Data) \_

## **MORTGAGE**

ALL that piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being on the northeastern side of Libby Lane, in the Town of Mauldin, Greenville County, South Carolina, being known and designated as Lot No. 136 on a plat of HILLSBOROUGH, SECTION 3, made by R. B. Bruce, dated June 14, 1971, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-N at Page 42 and having according to a more recent survey prepared by Freeland and associates, dated August 5, 1981, entitled "Property of Ronald Eberhardt and Barbara Eberhardt, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Libby Lane at the joint front corner of Lots Nos. 135 and 136; and running thence along the common line of said lots, N. 31-37 E. 129.5 feet to an iron pin; thence S. 60-02 E. 49.6 feet to an iron pin; thence S. 84-29 E., 61.5 feet to an iron pin; thence along the common line of of Lots Nos. 136 and 137; S. 25-50 W., 156 feet to an iron pin on the northeastern side of Libby Lane; thence along the northeastern side of Libby Lane, N. 62-30 W., 43.4 feet to an iron pin; thence continuing along the northeastern side of Libby Lane, N. 58-22 W., 76.6 feet to an iron pin; the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Martin D. Lawless, Jr. of even date and to be recorded herewith.

TO HAVE AND TO HOLD such property 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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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