

27/68 DRA JPT  
JAS. M. & JO-ANN BEARD  
5423-1-9

FILED  
S.C.  
MORTGAGE

JUL 21 PM '80

THIS MORTGAGE is made this 30th day of July 1980, between the Mortgagor, JAMES M. BEARD and JO-ANN BEARD (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 ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 30, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2010.

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 lot of land situate on the northeastern side of Plantation Drive being shown as Lot No. 9 on a plat of Holly Tree Plantation Sub-division, Section I, Phase III, Sheet 1, dated September 1, 1978, prepared by Piedmont Engineers, Architects & Planners and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Plantation Drive at the joint front corner of Lot 8 and Lot 9 and running thence with Lot 8 N 39-17 E 208.25 feet to an iron pin at the joint rear corner of Lot 8 and Lot 9; thence S 41-25 E 20 feet to an iron pin; thence S 52-20 E 90 feet to an iron pin at the joint rear corner of Lot 9 and Lot 10; thence with Lot 10 S 38-33 W 183.2 feet to an iron pin on Plantation Drive; thence with said drive N 57-54 W 42 feet to an iron pin; thence still with said drive N 65-55 W 73 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Franklin Enterprises, Inc., to be recorded herewith.

which has the address of Lot 9 Plantation Drive, Simpsonville, S. C. 29681 (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.

B  
S  
C  
O

4328 RV-2