

GREENVILLE, S.C.
MAY 6 3 52 PM '81
JONH. S. TANNERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this fifth day of May 1981, between the Mortgagor, Barckley W. Toole and Georgianna C. Toole (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Nine Thousand Seven Hundred and no/100ths (\$49,700.00) dollars, which indebtedness is evidenced by Borrower's note dated May 5, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2011

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, with all improvements thereon or hereafter constructed thereon, situate, lying and being at the western corner of the intersection of Stallings Rd. and Calico Court in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 8 on plat of Pebble Creek, Phase I, prepared by Enwright Associates, dated September 17, 1973, recorded in Plat Book 5-D at page 5 and being described on a more recent plat of Barckley W. Toole and Georgianna C. Toole by Freeland & Associates dated April 29, 1981, recorded in Plat Book 8-0 at page 54, to-wit:

BEGINNING at an iron pin at the western corner of the intersection of Stallings Rd. and Calico Court and running thence along Stallings Rd. S. 37-49 W. 80 feet to an iron pin at the joint front corner of Lots 8 & 9; thence along the common line of said lots N. 73-44 W. 177.05 feet to an iron pin at the joint rear corner of said lots in the center of a 20 foot utility easement; thence along the common line of Lots 7 & 8, which is the center line of said easement, N. 37-06 E. 145 feet to an iron pin at the joint corner of said lots on the cul-de-sac of Calico Court; thence along said cul-de-sac, the chord of which is S. 82-38 E. 49.5 feet to an iron pin on the southwestern side of Calico Court; thence along the southwestern side of Calico Court S. 52-11 E. 98.7 feet to an iron pin at the intersection of said court and Stallings Rd.; thence along said intersection, the chord of which is S. 7-11 E. 35.4 feet to the point of beginning.

This conveyance is made subject to any and all existing reservations, easements, rights-of-way, zoning ordinances and restrictions or protective covenants that may appear of record or on the premises and is made specifically subject to that certain 20 foot utility easement shown on the aforementioned plats running along the common line of Lots 7 & 8.

DERIVATION: Deed of Frank P. McGowan, Jr. as Master In Equity for Greenville County, recorded 1/20/81 in Deed Book 1141 at page 238. which has the address of 300 Stallings Rd., Taylor, SC 29687 (herein "Property Address"); (Street) (City) (State and Zip Code)

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.

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