

APR 20 10 28 AM '82

JOHN W. ANDERSLEY  
R.M.C.

# MORTGAGE

THIS MORTGAGE is made this 14th day of April, 1982, between the Mortgagor, William R. Fairbanks and Melissa F. Fairbanks, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 14, 1982, (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, 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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as 2.75 acres as shown on plat entitled "Property Survey for William R. Fairbanks" prepared by Arbor Engineering dated September 10, 1980, recorded in the RMC Office for Greenville County in Plat Book 8-F at Page 11, reference to said plat being craved for a metes and bounds description thereof.

This is a portion of the property conveyed to the Mortgagor herein by deed of Lawrence E. McNair dated September, 1978, and recorded in the Office of the RMC for Greenville County, S. C. in Deed Book 1088 at Page 374.

ALSO: An easement and right-of-way for the purpose of ingress and egress across a portion of Lot 7 with said Lot 7 being shown on a plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 8-A at Page 118. This easement and right-of-way for ingress and egress shall be for the benefit of and running with that portion of Lot 7 lying to the east of the property shown on Plat 8-A, at Page 118. Said easement and right-of-way being more particularly described as follows: BEGINNING at an iron pin in the middle of a private drive, joint corner of Lot 7, Lot 8 and the portion of Lot 7 for whom the benefit of this easement is given, running thence N. 12-17 E. 73.74 feet to an iron pin; thence N. 40-40 E. 80.28 feet to an iron pin; thence 15 feet in a southeasterly direction perpendicular to the last call herein given; thence S. 40-40 W. 80.28 feet; thence S. 12-17 W. 73.74 feet to a point in the center of the aforementioned private drive; thence N. 35-10 W. 15 feet to the point and place of beginning. DERIVATION: Deed from Thomas C. Brewer and Marie A. Brewer, September 16, 1980, Deed Book 1133, Page 737.

which has the address of Rt. 7, Phillips Trail Greenville,  
(Street) (City)  
South Carolina (herein "Property Address");  
(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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DOCUMENTARY  
STAMP  
S. C. O. G.  
RECORDS & CLERK  
GREENVILLE, S. C.

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