

OFFICE OF THE REGISTER OF DEEDS
SOUTH CAROLINA

LONG, BLACK & GASTON

MORTGAGE

BOOK 1589 PAGE 490

DECEMBER 17, 1982

JOHN W. WATERSLEY

THIS MORTGAGE is made this 17th day of December, 1982, between the Mortgagor, MICHAEL I. HALLAERT AND ELAINE M. HALLAERT (herein "Borrower"), and the Mortgagee First National Bank of South Carolina, a corporation organized and existing under the laws of the State of South Carolina, whose address is P. O. Box 225 Columbia, South Carolina 29202 (herein "Lender").

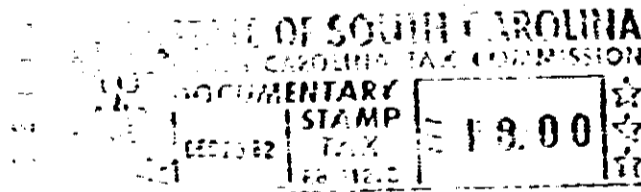
WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY FIVE THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 17, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2003.

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 Town of Mauldin, County of Greenville, State of South Carolina, being known and designated as Lot No. 39 on plat of Burdett Estates, prepared by Dalton & Neves, dated February, 1971, and revised December, 1974, which plat is recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 60, and having, according to a more recent survey prepared by Freeland and Associates, dated December 14, 1982, entitled "Property of Michael I. Hallaert and Elaine M. Hallaert", the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corners of Lots 38 and 39 and running S. 1-26 E. 184.7 feet to an iron pin; thence with the line of lot 32 S. 59-49 W. 70.0 feet to an iron pin; thence with the line of Lot 30, N. 29-25 W. 77.8 feet to an iron pin; thence N. 53-26 W. 40.0 feet to an iron pin; thence with the line of Lot 40, N. 16-40 E. 168.65 feet to an iron pin; thence with McSwain Drive S. 64-50 E. 25.3 feet to an iron pin; thence continuing with said drive S. 67-45 E. 59.7 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagors herein by deed of Louis Gottshall, Jr. and Ruby Elizabeth Gottshall, dated November 30, 1982 and recorded simultaneously herewith.



which has the address of 107 McSwain Drive, Mauldin, South Carolina 29662 (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 seized 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.

RECORDED 12/20/82 15:09

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