

GREENVILLE, S.C. **MORTGAGE**

VAL 1654 907

VAL 1870 193

APR 2 9 53 AM '84

THIS MORTGAGE is made this 27th day of March 1984, between the Mortgagor, J. RICHARD BRAKEFIELD and ROBERTA C. BRAKEFIELD, (herein "Borrower"), and the Mortgagee, INTERNATIONAL MORTGAGE COMPANY, a corporation organized and existing under the laws of The State of Illinois, whose address is 3000 Ocean Park Boulevard-Suite 3000, Santa Monica, California 90405 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY EIGHT THOUSAND AND NO/100 \$38,000.00 Dollars, which indebtedness is evidenced by Borrower's note dated March 27, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2014;

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 State of South Carolina, County of Greenville, on the northwestern side of Zelma Drive, being known and designated as Lot No. 29 of a subdivision known as OAKLAND TERRACE, plat of which is recorded in the RMC Office for Greenville County in Plat Book DD at Page 196, and being further shown on a more recent plat by Freeland & Associates, dated March 27, 1984, entitled "Property of J. Richard Brakefield and Roberta C. Brakefield", which plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 10-A at Page 33, and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Zelma Drive, at the joint front corner of Lots Nos. 29 and 30, and running thence along the common line of said lots, N. 48-32 W. 172.55 feet to an iron pin; thence turning and running N. 41-08 E. 99.9 feet to an iron pin at the joint rear corner of Lots Nos. 28 and 29; thence along the common line of said lots, S. 48-21 E. 173.06 feet to an iron pin on the northwestern side of Zelma Drive; thence along the northwestern side of Zelma Drive, S. 41-25 W. 99.35 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Jack E. Shaw Builders, Inc., dated April 26, 1961, and recorded April 27, 1961, in Greenville County Deed Book 672 at Page 433.

There is attached an Adjustable Rate Rider of even date herewith and executed by the borrower and such Rider is by reference thereto made a part hereof.

which has the address of 24 Zelma Drive, Greenville, South Carolina, 29609 (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.

SC70 1 AP02 84 3 UN29 84 099 330 7.0000 7.0000

4328-W-21