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LEATHERWOOD, WALKER, TODD & MANN

# MORTGAGE

THIS MORTGAGE is made this 5th day of May 1976 between the Mortgagor, R. L. Rucker Builder, Inc., a South Carolina corporation (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 Forty-Two Thousand Eight Hundred and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated May 5, 1976 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness if not sooner paid, due and payable on December 1, 2001.

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 certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina on the northern side of Brockman Drive being shown and designated as Lot No. 7 on Map 1, Section V of Knollwood Heights, recorded in the RMC Office for Greenville County in Plat Book 4R, Page 91 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Brockman Drive at the joint front corner of Lots 6 and 7 and running thence with the common line of said lots, N. 8-51 E. 195.4 feet to a point; thence N. 63-53 W. 146.36 feet to a point at the joint rear corner of Lots 7 and 8; thence along the common line of said lots, S. 2-10 E. 253.31 feet to a point on the northern side of Brockman Drive at the joint front corner of Lots 7 and 8; thence along the northern side of said Brockman Drive, N. 87-49 E. 10.19 feet to a point and S. 86-39 E. 81.69 feet to the point of beginning.



which has the address of Lot 7, Brockman Drive, Mauldin, South Carolina  
(Street) (City)  
..... (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 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 inuring Lender's interest in the Property.

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