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DONNIE S.TANKERSLEY R.M.C.

## **MORTGAGE**

THIS MORTGAGE is made this 12th day of July , 19 76, between the Mortgagor, Francis C. Berry and Shirley S. Berry (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of

--NINE THOUSAND AND NO/100 (\$9,000.00)----- Dollars, which indebtedness is evidenced by Borrower's note dated July 12, 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 July 1, 1981

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: north of Travelers Rest, on the northwest side of Glensprings Lane, containing 3.89 acres, more or less, as shown on a survey for Francis C. and Shirley S. Berry dated October 27, 1972, by W. R. Williams, Jr., R.L.S., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Glensprings Lane, joint front corner with Longmeyer, and running thence N. 16-11 W. 344.4 feet to an iron pin; thence N. 56-22 E. 432.5 feet to an iron pin; thence S. 14-34 E. 502 feet to an iron pin on the northwest side of Glensprings Lane (said iron pin being 1789 feet from the center line of Byars Road); thence along and with Glensprings Lane, S. 80-10 W. 200 feet to an iron pin; thence S. 75-26 W. 200 feet to an iron pin, the point of beginning.

This is the same property conveyed to mortgagors herein by deed of W. R. Williams, Sr. and Elisabeth M. Williams recorded in Deed Book 962, page 550, R.M.C. Office for Greenville County.



(City)

which has the address of Route 2,

Travelers Rest,

South Carolina 29690

(Street)

(Sute and Zip Code) (herein "Property

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.