

FILED
GREENVILLE CO. S. C.

MAY 20 4 54 PM '81

MORTGAGE

BOOK 77 PAGE 85

BOOK 1541 PAGE 707

JOHN L. TANKERSLEY

THIS MORTGAGE is made this 20th day of May 1981, between the Mortgagor, Carolina Builders & Realty, Inc. (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the Laws of United States of America, whose address is 500 E. Washington St., Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Three Thousand Two Hundred and No/100 (\$43,200.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 20, 1981 (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 20, 1982.

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, and being known and designated as Lot 27, Terrace Gardens Subdivision, according to a plat prepared of said subdivision dated August 26, 1959, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book QQ, at Page 85, and to which said plat reference is craved for a more complete description thereof.

The within property is conveyed subject to all easements, rights-of-way, restrictive covenants and zoning ordinances, recorded or unrecorded.

The within property is a portion of the property conveyed to the Mortgagor herein by deed of Gazebo, I.C.P.S., Inc., by deed dated March 23, 1981, which said deed is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book QQ, at Page 869.

PAID SATISFIED AND
Carolina Federal Savings and Loan Association
of Greenville, S. C.

[Signature]
APR 30 1982

Witness *[Signature]*
[Signature]

LAW OFFICES
Mitchell & Aerial
111 Manly Street
Greenville, S. C. 29601
7264

which has the address of Route 4, Barry Drive
South Carolina (herein "Property Address");
Greer

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.

SOUTH CAROLINA - 1 to 4 Family - 675 - FIDELITY PUBLIC SAFETY INSTRUMENT

MORTGAGE

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GREENVILLE CO. S. C.
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