

# MORTGAGE

THIS MORTGAGE is made this **26th** day of **November**, 1975, between the Mortgagor, **DEE SMITH COMPANY, INC.**

(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 **Forty One Thousand, Five Hundred and No/100** Dollars, which indebtedness is evidenced by Borrower's note dated **November 26, 1975** (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **November 1, 2000**

To **SECURE** to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sum, 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, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, lying on the western side of Devonwood Court, being shown and designated as Lot No. 13 on plat of Cambridge Park Subdivision dated June 1, 1972, prepared by Dalton & Neves, Engineers, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4R at Page 11, and having, according to said plat, the following metes and bounds, to-wit:

**BEGINNING** at an iron pin in the western side of Devonwood Court, joint front corner of Lots 14 and 13; thence running with the common line of said lots, S. 33-28 W., 125 feet to an iron pin; thence with the rear line of Lot 13, N. 56-32 W., 100 feet to an iron pin; thence with the common line of Lots 12 and 13, N. 40-19 E., 116.1 feet to an iron pin in Devonwood Court; thence along Devonwood Court, S. 76-54 E., 27.9 feet to an iron pin; thence continuing with Devonwood Court, S. 56-32 E. 60 feet to an iron pin, point and place of beginning.

This being the same property formerly held in the name of Imperial Properties, Inc.; that Imperial Properties, Inc. has changed its name to Dee Smith Company, Inc. See Articles of Name Change filed in the RMC Office for Greenville County, South Carolina, in Deed Book 1018, Page 775.



which has the address of **Lot #13, Devonwood Court, Taylors, SC 29687**  
(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 insuring Lender's interest in the Property.

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