

MORTGAGE

THIS MORTGAGE is made this 28th day of November, 1975, between the Mortgagor, William R. Spivey and Carol K. Spivey

(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 Thirty Six Thousand, Seven Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 28, 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 December 1, 2005.

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, being known and designated as Lot 4 of a subdivision known as River Downs according to plat thereof dated July 17, 1974, and recorded in the R.M.C. Office for Greenville County in Plat Book 4-R at Pages 75 and 76 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Hackney Road, joint front corner of Lots 3 and 4 and running thence with the joint line of said lots, S. 37-08 E. 198.32 feet to an iron pin in the line of Lot 13; thence with the line of Lot 13, N. 49-00 E. 150 feet to an iron pin on the southwestern side of Morgan Court, joint corner of Lots 4 and 13; thence with the southwestern side of Morgan Court, the following courses and distances: N. 32-00 W. 15 feet to an iron pin; N. 35-00 W. 75 feet to an iron pin; N. 36-00 W. 75 feet to an iron pin and N. 38-50 W. 49.81 feet to an iron pin at the intersection of Morgan Court and Hackney Road; thence with the curvature of said intersection, the chord of which is S. 85-05 W. 27.89 feet to an iron pin on the southeastern side of Hackney Road; thence with the southeastern side of Hackney Road, the following courses and distances: S. 29-00 W. 47.08 feet to an iron pin; S. 36-00 W. 60 feet to an iron pin and S. 43-30 W. 30 feet to the point of BEGINNING.



which has the address of 100 Morgan Court Riverdown, Greer South Carolina (State and Zip Code) (Street) (City) (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 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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