

MORTGAGE

THIS MORTGAGE is made this 5th day of December, 1975, between the Mortgagor, Richard J. Rigo and Jean A. Rigo (herein "Borrower"), and the Mortgagee, United Federal Savings & Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is 201 Trade Street, Fountain Inn, S. C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand Four Hundred & No/100 Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2006

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 in Austin Township, Greenville County, State of South Carolina, within the corporate limits of the City of Mauldin, and being known and designated as Lot No. 17 of a subdivision known as Glendale III, a plat of which is of record in the RMC Office for Greenville County, S. C., in Plat Book 4R, at pages 83 and 84 and having the following metes and bounds, to-wit:

Beginning at a point on the northern side of Fargo Street at the joint front corner of Lots 16 and 17 and running thence with the curvature of the northern side of Fargo Street, S. 86-17 E. 50 feet to a point at the joint front corner of Lots 17 and 18; thence N. 28-21 E. approximately 194.3 feet to a point in Gilder Creek at the joint rear corner of Lots 17 and 18; thence with Gilder Creek as a line approximately N. 40-33 W. approximately 30 feet to a point in Gilder Creek; thence continuing with Gilder Creek as a line approximately N. 58-46 W. approximately 131.05 feet to a point in Gilder Creek; thence still continuing with Gilder Creek as a line approximately S. 41-20 W. approximately 115.6 feet to a point in Gilder Creek at the joint rear corner of Lots 16 and 17; thence S. 20-56 E. approximately 183.8 feet to a point on the northern side of Fargo Street at the point of beginning.



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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

0300

4328 RV-23