

GREENVILLE CO. S. C.

APR 9 2 25 PM '76

DONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE

1384 541

THIS MORTGAGE is made this 9th day of April 1976, between the Mortgagor, J. Roy Gibson and Virginia H. Gibson (herein "Borrower"), and the Mortgagee, Piedmont Federal Savings and Loan Association of Spartanburg, a corporation organized and existing under the laws of the United States of America, whose address is 468 East Main Street, Spartanburg, South Carolina 29302 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 9, 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 August 10, 1996.

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 ~~Spartanburg~~ Greenville, State of South Carolina:

FIRST TRACT: All that piece, parcel or tract of land situate, lying and being in Greenville County, State of South Carolina, being shown on plat of property of J. Roy Gibson and Virginia H. Gibson, dated April 2, 1976, prepared by J. L. Montgomery, III, and having according to said plat 3.00 acres with the following metes and bounds, to wit:

BEGINNING at an iron pin at the intersection of Balcome Boulevard and Apple Blossom Lane and running thence with Apple Blossom Lane S. 36-03 E. 369.3 feet to an old iron pin on the line now or formerly of Balcome; thence S. 42-03 W. 366.96 feet to an iron pin on the line of property now or formerly of Balcome; thence N. 36-13 W. 356.12 feet to an iron pin on Balcome Boulevard; thence with the line of Balcome Boulevard N. 40-32 E. 187.99 feet to an iron pin; thence continuing with said Boulevard N. 35-33 E. 107.03 feet to an iron pin; thence continuing with said Boulevard N. 45-17 E. 76.5 feet to the point of beginning.

SECOND TRACT: All that lot or parcel of land in the County of Greenville, State of South Carolina, being known and designated as Lot No. 34, on a plat of Stone Lake Heights, Section III, being recorded in Plat Book QQ at page 96, in the R.M.C. Office for Greenville County, South Carolina.



which has the address of Balcome Boulevard, Greenville County, South Carolina (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 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.

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