

AP 10 8 41 AM MORTGAGE

DONNIE S. TANKERSLEY

THIS MORTGAGE is made this 9th day of September 1976, between the Mortgagor, B. Phil Gillespie & Merri P. Gillespie (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is #3 Edwards Bldg., 600 N. Main St., Greer, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-one thousand & no/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 9th 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 First, December, 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: on the northeastern side of Hampton Court and being known and designated as all of Lot No. 15, Section II, Wade Hampton Gardens, as shown on a plat recorded in the RMC Office for Greenville County, S.C., in Plat Book "DDD" at page 55 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northeastern edge of Hampton Court at the joint front corner of Lots 14 and 15, and running thence along a line of Lot 14, N. 54-52 E. 220.2 feet to a branch; thence along the center of a branch as the line by the traverse line S. 41-55 E. 90.9 feet to a point; thence S. 47-33 W. 205.8 feet to a point on the northeastern edge of said Court; thence along the northeastern edge of Hampton Court, N. 50-45 W. 55.0 feet to a point; thence continuing along the northeastern edge of said Court, N. 53-28 W. 25.0 feet to the beginning corner.

This is the same property conveyed to mortgagors by deed of Johnny J. and Sandra M. King, recorded February 17, 1976, in RMC Office in Deed Book 1031 page 638.

This property is subject to existing easements, restrictions, rights of way, set back lines, roadways of record, on the recorded plats or on the premises.



which has the address of Lot #15, Wade Hampton Gardens, Greenville, S. C. 29601 (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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