

600 N. Main St.
Edwards Building
Greer, S.C. 29651

GREENVILLE CO. S.C.

BOOK 1397 PAGE 235

Mail to:
Family Federal Savings & Loan Assn.
Drawer L
Greer, S.C. 29651

MORTGAGE

THIS MORTGAGE is made this 10th day of May 1977, between the Mortgagor, Robert T. Niehoff, Jr. and Susan R. Niehoff (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 Five Thousand Five Hundred and No/100 (\$5,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 10, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 1984;

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, with all improvements thereon, as hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, O'Neal Township, lying on the northwest side of the May's Bridge Road about one-half mile west from the Village of Oneal, and being a part of Tract No. 1 as shown on plat of property of C. A. Edwards by H. S. Brockman, Surveyor, June 5, 1943, amended August 24, 1944, and having the following courses and distances:

BEGINNING on a point in the center of the said road, joint corner of other lands of W. E. Duncan, and runs thence with the center of said road, S. 43-15 W. 215 feet to a point in the center of said road, joint corner of lands of H. M. and Ruby M. Fitts; thence with the line of I. E. Duncan land, N. 42-35 W. 352 feet to an iron pinon the north bank of a waterway, joint corner of the I. E. Duncan land; thence with the line of W. E. Duncan, S. 75-30 E. 400 feet to the beginning corner, containing 87/100 of an acre, more or less.

This is the same property conveyed to the mortgagors herein by deed of Cornelius Keeton, Trustee in Bankruptcy for K & D Enterprises, Inc. to be recorded herewith.

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which has the address of O'Neal Church Road Greer, S.C. 29651 (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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