

GREENVILLE CO. S.C.

23 11 1978
JAN 23 11 31 AM '78

BOOK 1421 PAGE 531
Mail to:
Family Federal Savings & Loan Assn.
Drawer L
Greer, S.C. 29651

MORTGAGE

THIS MORTGAGE is made this 20th day of January, 1978, between the Mortgagor, Barry E. Estes and Janice D. Painter, (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 713 Wade Hampton Blvd. Greer, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-five Thousand One Hundred Fifty and no/100 (\$25,150.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 20, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1998.

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 or hereafter constructed thereon, situate, lying, and being in the State of South Carolina, County of Greenville, containing 1.96 acres in accordance with plat prepared by C. O. Riddle, entitled "Property of Nora Simmons," dated June 22, 1973, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in Scuffletown Road, at the corner of property now or formerly of Nora Simmons and running thence N. 55-26 E., crossing over an iron pin at 33 feet for a total distance of 291.1 feet to an iron pin; thence S. 20-27 E. 346.1 feet to an iron pin; thence S. 55-56 W. 220 feet to an iron pin in Scuffletown Road; thence with said Road, N. 31-42 W. 195 feet to a point; thence continuing with said Scuffletown Road, N. 33-16 W. 139.25 feet to the point of beginning.

This is the same property conveyed to Mortgagors herein by deed of Realistic Builders, Inc., dated January 19, 1978, recorded in the RMC Office for Greenville County, S.C., in Book 1072 at Page 328 on January 23, 1978.

STAMP: 10.08 127
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which has the address of Route 2, Scuffletown Road Simpsonville, S.C., 29681 (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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