

FILED  
GREENVILLE CO. S. C.

Loan # 9734

BOOK 1442 PAGE 720

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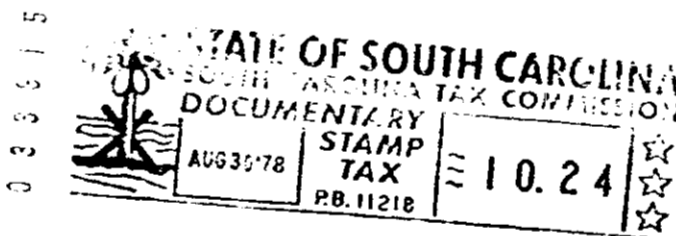
DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

THIS MORTGAGE is made this 22nd day of August 19. 78., between the Mortgagor... Richard Thomas Phelps, III and Wanda C. Phelps... (herein "Borrower"), and the Mortgagee, WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 206 South Main Street, Woodruff, S. C. 29388 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-Five Thousand Six Hundred & no/100 (\$25,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 22, 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 August 1, 2003

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 piece, parcel or lot of land lying, being and situate on the south side of North Wingate Road, in Gantt Township, County and State aforesaid, and being known and designated as Lot No. Forty (40) of Pecan Terrace, Section 2 as shown on plat prepared by Piedmont Engineering Service dated Nov., 1955 and which plat has been recorded in the R. M. C. Office for said County in Plat Book EE, page 108. This being the same property which was conveyed to mortgagors herein by David F. Cothran by deed recorded on July 7, 1978 in the said office in Deed Book 1082, page 652. For a more particular description see the aforesaid plat.



which has the address of 109 North Wingate Road Greenville, S. C. 29605 (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 seized 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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