

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
SEP 27 4 56 PM '78  
S. TAMMERSLEY

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### MORTGAGE

THIS MORTGAGE is made this 23rd day of September, 1978, between the Mortgagor, Richard P. Weller and Sally J. Weller, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

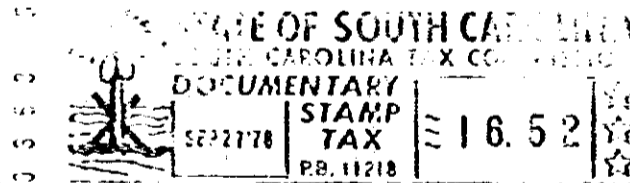
WHEREAS Borrower is indebted to Lender in the principal sum of Forty One Thousand, Three Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 23, 1978, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2008.

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, with all buildings and improvements thereon, situate, lying and being on the eastern side of Tollgate Road, in the Town of Simpsonville, County of Greenville, State of South Carolina, being known and designated as Lot No. 6 on a plat entitled, THE CEDARS, made by Dalton & Neves, Engrs., dated March 1974 recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 4-X at page 93, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Tollgate Road at the joint front corners of Lots Nos. 6 and 7; and running thence with the common line of said lots, N. 74-51 E., 155 feet to an iron pin; thence N. 15-09 W., 85 feet to an iron pin at the joint rear corner of Lots Nos. 5 and 6; thence with the common line of said lots, S. 74-51 W., 155 feet to an iron pin on the eastern side of Tollgate Road; thence along the eastern side of Tollgate Road, S. 15-09 E., 85 feet to an iron pin; the point of BEGINNING.

The above property is the same conveyed to the mortgagors herein by deed of Horizon Investments, Inc., to be recorded herewith.



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which has the address of Lot 6, Tollgate Road, Simpsonville, South Carolina,  
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 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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