

GREENVILLE CO. S.C.
 OCT 3 11 50 AM '78
 DEEDS & TAXES DIVISION

MORTGAGE

THIS MORTGAGE is made this 2 day of October, 1978, between the Mortgagor, William J. Newman, Jr. and Marcia A. Newman, (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").

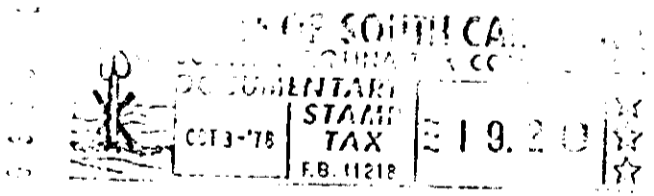
WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY-EIGHT THOUSAND and 00/100-(\$48,000.00) -----Dollars, which indebtedness is evidenced by Borrower's note dated October 2, 1978, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 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 situate, lying and being in the State of South Carolina, County of Greenville being known and designated as Lot No. 59 on plat entitled BROOKSIDE, SECTION III prepared by C.O. Riddle, Surveyor, and recorded in plat book 5-P at page 11 of the R.M.C. Office for Greenville County, S.C. and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Whisperingbrook Drive, the joint front corners of Lots Nos. 59 and 60 and running thence with the joint line of said lots N. 40-02 E. 180 feet to an iron pin in the line of Lot No. 13; thence N. 18-27 W. 38 feet to an iron pin in the line of Lot No. 14; thence with the line of Lot No. 14 N. 43-30 W. 68.44 feet to an iron pin at the joint rear corner of Lots Nos. 58 and 59; thence with the line of said lots S. 39-55 W. 217.6 feet to an iron pin in the northern side of Whisperingbrook Drive, the joint front corners of Lots No. 58 and 59; thence with the northern side of Whisperingbrook Drive S. 50-05 E. 100 feet to the point of beginning.

THIS is the same property conveyed to the mortgagor by Donald E. Baltz, Inc. by deed of even date herewith, to be recorded.



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MORTGAGEE'S ADDRESS: PO Drawer 408, Greenville, SC 29602
 which has the address of 105 Whisperingbrook Drive, Mauldin,
(Street) (City)
S.C., 29662 (herein "Property Address");
(State and Zip Code)

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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