

# MORTGAGE

THIS MORTGAGE is made this 8th day of November, 1978, between the Mortgagor, Joseph L. Cole and Evelyn B. Cole, (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 Thirty-Eight Thousand and No/100 (\$38,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated 8 November 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 2009;

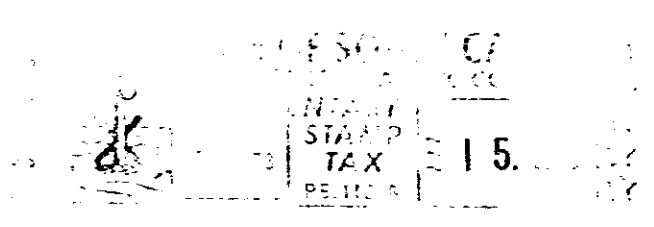
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 tract of land in the County of Greenville, State of South Carolina, on the easterly side of Buckhorn Road, being shown and designated as 1.38 Acres and Road on plat entitled "Property of Joseph L. & Evelyn Cole", prepared by C. O. Riddle, RLS, December, 1973, recorded in the RMC Office for Greenville County, S. C., in Plat Book "6 R", at Page 11, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a nail and cap in center line of Buckhorn Road at corner of property herein conveyed and property of Nellie F. Grant, and running thence with the center line of Buckhorn Road, N. 11-53 W. 150 feet to a nail and cap at corner of property of Marion G. Barnett; thence with property of Marion G. Barnett, N. 79-00 E. 401.75 feet to an iron pin; thence S. 11-53 E. 150 feet to an iron pin in line of property of Nellie F. Grant; thence with the joint line of Nellie F. Grant and property herein conveyed, S. 79-00 W. 401.75 feet to a nail and cap in the center line of Buckhorn Road, the point of BEGINNING.

The within is the identical property heretofore conveyed to the mortgagors by deed of Marion Gibbs Barnett, recorded 22 June 1978, RMC Office for Greenville County, S. C., in Deed Book 1081, at Page 709.

MORTGAGEE'S MAILING ADDRESS: P. O. Box 408, Greenville, South Carolina 29602.



which has the address of Buckhorn Road Greenville County, South Carolina (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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