

May 13 3 32 PM '78

JOHN S. TANNERBLEY
R.M.C.

MORTGAGE

BOOK 1449 PAGE 933

THIS MORTGAGE is made this 3rd day of November 1978, between the Mortgagor, Rudy Allen Gary (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S. C. 29644 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifteen Thousand and No/100 (\$15,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 3, 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 _____;

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 and being in Austin Township Greenville County, South Carolina, being Lot 111 on plat of W. J. Riddle, Surveyor, May, 1952, recorded in the RMC Office for said County in Plat Book BB at Page 51 and described as follows:

BEGINNING at an iron pin on Boyd Avenue, corner of Lot 112 and running North 80 West 200 feet to an iron pin; thence South 10 West 75 feet to an iron pin; thence South 80 East 200 feet to an iron pin on Boyd Avenue; thence North 10 East 75 feet to the beginning.

THIS being the same property conveyed to Malcolm M. Gary and Sadie S. Gary by deed recorded in the RMC Office for Greenville County, S.C. in Deed Book 671 at Page 405, said deed being a survivorship deed. Sadie S. Gary died on June 22, 1975 and Malcolm M. Gary then conveyed a one-half undivided interest in and to said parcel or land to Martha A. Gary by deed recorded in the RMC Office for Greenville County, S.C. in Deed Book 1020 at page 767.

This being the same property conveyed to the Mortgagor herein by deed of October 26, 1978 by Malcolm M. and Martha A. Gary, to be recorded.

ALSO, All those lots of land in the State of South Carolina, County of Greenville, being known and designated as lots nos. 112 and 113 on a plat of Hunters Acres dated May, 1962 and recorded in Plat Book BB at page 51 and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the southerly edge of Hill Street at the joint corner of lots nos. 113 and 132 and running thence along the southerly edge of Hill Street, S. 88-46 E. 202.3 feet to an iron pin at the intersection of Hill Street and Boyd Ave., thence along the westerly edge of Boyd Ave. S. 10 W. 195.9 feet to an iron pin at the joint front corner of lots nos. 111 and 112; thence N. 80 W. 200 feet to an iron pin; thence N. 10 E. which has the address of 113 Boyd Avenue, Simpsonville, SC 29681 continued..

..... (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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