

First Federal Savings & Loan Association
301 College Street, P.O. Box 408
Greenville, S.C. 29602

BOOK 1450 PAGE 308

FILED
GREENVILLE CO. S.C.
NOV 15 3 30 PM '78
LINDA S. TAYLOR
REC'D.

MORTGAGE

THIS MORTGAGE is made this 15th day of November, 1978, between the Mortgagor, William J. McCurley and Elaine T. McCurley, (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 Thousand and No/100 (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 15, 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 July 1, 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 lot of land situate, lying and being in the State of South Carolina, County of Greenville, in the corporate limits of the City of Greenville, being known and designated as Lots No. 1 and No. 2 of a subdivision known as Stone Lake Heights, Section No. 4, as shown on plat thereof prepared by Piedmont Engineers and Architects on July 8, 1964, revised in October, 1965, and recorded in the RMC Office for Greenville County in Plat Book BBB at Page 159B and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Ashford Avenue, joint front corner of Lots Nos. 2 and 3, and running thence along the joint line of said lots S. 39-46 E. 160.0 feet to an iron pin on the line of Vista Hills Subdivision; thence along the line of that property S. 50-14 W. 110.0 feet to an iron pin at joint rear corner of Lots No. 1 and 2; thence continuing along line of Vista Hills Subdivision S. 50-14 W. 135.3 feet to an iron pin on the eastern side of Wayne Street; thence along the eastern side of Wayne Street N. 29-00 W. 137.4 feet to an iron pin; thence following the curvature of Wayne Street as it intersects with Ashford Avenue, the chord being N. 10-37 E. 38.6 feet, to an iron pin on the southern side of Ashford Avenue; thence along the southern side of Ashford Avenue, N. 50-14 E. 80.0 feet to an iron pin, joint front corner of Lots No. 1 and 2; thence continuing along Ashford Avenue N. 50-14 E. 110.0 feet to the beginning corner.

THIS conveyance is subject to drainage and utility easements which appear of record, including such an easement shown on the recorded plat, and is also subject to restrictions and protective covenants recorded in the RMC Office for Greenville County in Deed Book 791 at Page 78.

THIS is the same property conveyed to the mortgagors herein by deed of Eugene E. Stone, Jr. and Alexander M. Stone, individually and as Trustees for Stone Enterprise Trust under agreement dated March 15, 1975, and Eugene E. Stone, III, Eugene E. Stone, Jr., Ward S. Stone, Thomas W. Miller, and Frances C. Taylor, of Greenville, S.C., as Trustees of the Estate of T.C. Stone, deceased, and Hallie S. Maxon and Ann S. Cleveland.

FOR a more recent survey see Plat Book 6-X at Page 26 which has the address of Ashford Avenue Greenville, South Carolina 29609 (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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