

FILED
GREENVILLE CO. S.C.
DEC 14 1978

MORTGAGE

THIS MORTGAGE is made this 5th day of December, 1978, between the Mortgagor, Elkin A. Ortiz and Maria C. Ortiz, (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").

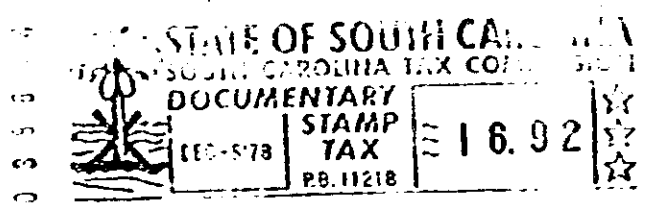
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-two thousand three hundred and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated December 5, 1978, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 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, being shown and designated as Lot No. 10 Eastgate Village Subdivision as shown on plat made by Piedmont Engineers and Architects, dated May 15, 1973, recorded in Plat Book 4-X at Page 31 in the RMC Office for Greenville County and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Gaithburg Square at the joint front corner of Lots 9 and 10 and running thence along the common line of said Lots, S 60-03 W 98 feet to an old iron pin; thence N 31-07 W 85 feet to an old iron pin at the joint front corner of Lots 10 and 11 on Chesapeake Court; thence along said Court, N 58-53 E 85 feet to an old iron pin at the intersection of said Court and Gaithburg Square; thence S 72-10 E 32.9 feet to an old iron pin on the western side of Gaithburg Square; thence along said Square, S 23-13 E 62.65 feet to an old iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Threatt Enterprises, Inc. to be recorded herewith.



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which has the address of Lot 10 Chesapeake Court Greenville, 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 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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