

MORTGAGE

THIS MORTGAGE is made this 18th day of January 1979, between the Mortgagor, DEANE P. DOSTIE AND PATRICIA B. DOSTIE, therein "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 therein "Lender".

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY-THREE THOUSAND ONE HUNDRED AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 18, 1979 therein "Note", providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 1989.

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 therein "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, shown and designated as Lot no. 44 on plat of SUNSET HEIGHTS, recorded in plat book RR at page 85 and a more recent plat of Property of Duane P. Dostie, prepared by J. L. Montgomery, III, dated January 16, 1978 and recorded in plat book 67 at page 12, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Evening Way, joint corner with Lot 45 and running thence along Evening Way, N. 83-16 W., 42.5 feet to an iron pin, thence with a curve in the road, S. 55-41 W., 60.1 feet to an iron pin on Vesper Circle, thence with said Vesper Circle, S. 14-35 W., 127.0 feet to an iron pin on line of Lot no. 64, thence with said lot line, S. 18-44 E., 129.6 feet to an iron pin; thence turning and running with the eastern line of lots 45 and 44, N. 16-16 W., 229.5 feet to an iron pin on Evening Way, the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Franklin Enterprises, Inc., to be recorded of even date herewith.

which has the address of 301 Vesper Circle, Mauldin, S.C. 29662 therein "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.

502

21