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# MORTGAGE

THIS MORTGAGE is made this 1<sup>st</sup> day of January, 1978, between the Mortgagor, James E. and Kathryn B. Mitchell, (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 Five thousand & No/100 (\$45,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 1, 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 October 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 on the eastern side of Walker Road in the County of Greenville, State of South Carolina, consisting of 9.42 acres, more or less, as shown on plat of Property of James E. Mitchell and Kathryn B. Mitchell, prepared by Freeland and Associates, RLS, dated November 22, 1978, and recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book 6, at page, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in Walker Road at the joint front corner of property now or formerly of Baty, and running thence S 81-56 E 575.20 feet to a point in a creek as shown on said plat; thence with the creek as the line, the following courses and distances, S 2-36 E 65.30 feet; S 47-38 E 41.55 feet; S 19-42 W 82.21 feet; S 70-56 E 92.21 feet; S 10-56 W 56.52 feet; S 23-01 E 41.97 feet; S 0-10 W 38.40 feet; S 9-22 E 46.64 feet to a point in Enoree River; thence with Enoree River as the line, the following courses and distances: S 50-55 W 760 feet; N 61-11 W 89.65 feet; S 44-23 W 88.19 feet; S 85-33 W 625 feet; S 55-18 W 156.16 feet; S 87-06 W 59.60 feet; S 53-47 W 54.71 feet; S 69-14 W 73.64 feet; S 36-21, W 88.82 feet; S 59-12 W 175.36 feet to a nail and cap in the center of a bridge on Walker Road; thence with Walker Road, N 16-36 E 653.90 feet to a nail and cap in said road; thence continuing with said road, N 15-47 E 100 feet to the point of beginning.

This is a portion of the property conveyed to the mortgagors herein by Billy Joe and Joe T. Baty by deed recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 1087, at page 470, on September 15, 1978.

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which has the address of Walker Road, Travelers Rest, South Carolina  
29690 (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.

SOUTH CAROLINA —

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