

FEB 5 12 12 PM '79

DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

THIS MORTGAGE is made this 2nd day of February, 1979, between the Mortgagor, FRANK F. ESPEY (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 One Hundred Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 2, 1979 (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, 1999.....;

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 southwestern side of Southland Avenue in the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot No. 4 on a plat entitled "Property of Southland Co., a Partnership", prepared by C. O. Riddle, Surveyor, dated April 25, 1978, and recorded in the R.M.C. Office for Greenville County in Plat Book 6-H at Page 4, said lot having, according to the above referred to plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southwestern side of Southland Avenue at the joint front corner of Lots 4 and 5 and running thence with the joint line of said lots S. 64-10 W., 198.87 feet; thence S. 26-29 E., 60 feet; thence N. 64-10 E., 198.2 feet to a point on Southland Avenue; running thence along Southland Avenue N. 25-50 W., 60 feet to the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Grace I. Espey, recorded in the Greenville County R.M.C. Office on the 5 day of February, 1979, in Deed Book 1006 at Page 111.

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FEB 5 1979  
R.M.C. OFFICE  
GREENVILLE, S.C.  
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which has the address of Southland Avenue, 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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