

FILED
GREENVILLE CO. S. C.
FEB 15 4 00 PM '79
SHERIFF'S OFFICE

MORTGAGE

140 / 633

THIS MORTGAGE is made this 7 day of February 1979, between the Mortgagor, Edward Byron Gault (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S. C. 29644 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 7, 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 March 1, 1994.

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: lying in Fairview Township approximately three (3) miles northeast of the Town of Fountain Inn, containing ten (10) acres more or less and bounded by lands now or formerly of Roy Fowler, Jones Mill Road, Durbin Creek, and lands of Louise Y. Garrett and shown on plat of Property of W. T. Jones dated August 1st, 1945.

BEGINNING at an iron pin near the northwestern side of Jones Mill Road joint corner with lands of Roy Fowler; thence with the road as a line in a southwesterly direction approximately 738 feet to a point in the center of Durbin Creek; thence with the creek as the line on the southwesterly direction 700 feet to a point near the center of said Creek on the line of Roy Fowler; thence with the Fowler line N. 8-00 E., 862 feet more or less to an iron pin; thence N. 63-15 W., 427 feet to the point of beginning

This is the identical property conveyed to the mortgagor by deed of Louise Y. Garrett as recorded in the RMC Office for Greenville County in Deed Book 633, Page 164 dated September 1, 1959.

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which has the address of Route # 2, Jones Mill Road Fountain Inn, South Carolina 29644 (herein "Property Address");
(Street) (City) (State and Zip Code)

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, covenants 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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