

FILED
GREENVILLE CO. S. C.
MAY 7 9 54 AM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 4th day of May, 1979, between the Mortgagor, WERBER CO., INC., (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").

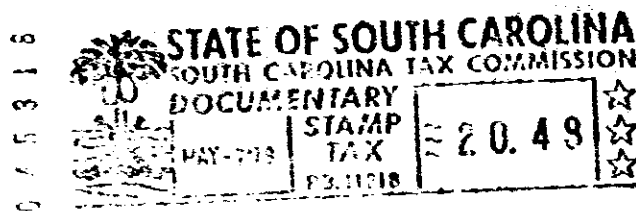
WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY-ONE THOUSAND TWO HUNDRED & NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated May, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 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, lot or tract of land situate, lying and being in the State of South Carolina, County of Greenville, in or near the City of Mauldin, located on the southern side of Muscadine Drive, being shown and designated as Lot No. 27 on a plat entitled "Rustic Estates", dated April 16, 1974, by Piedmont Engineers-Architects-Planners and recorded in Greenville County Plat Book 4-R, at Page 71, and by a more recent plat of R. B. Bruce, RLS, dated April 25, 1979, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Muscadine Drive at the joint front corner of Lots 27 and 28 and running thence along the common line of said lots S. 22-25 E. 161.55-feet to a point; thence S. 67-36 W. 100-feet to a point; thence N. 22-24 W. 160.79-feet to a point on Muscadine Drive; thence along Muscadine Drive N. 67-09 E. 100-feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of Community Properties, Inc. as recorded in the R.M.C. Office for Greenville County in Deed Book 1066, at Page 335 on October 6, 1977.



GC10
3
MY
79

which has the address of Muscadine Drive Mauldin, South Carolina 29662 (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, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

0453

4328 RV-2