

301 College Street, P.O. Box 408, Greenville, South Carolina 29602

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP
MAY 25 1979
15.64

FILED
GREENVILLE CO. S. C.
MAY 25 10 52 AM '79
DOONIE S. TANKERSLEY
R.H.C.

VOL 1467 PAGE 652

MORTGAGE

THIS MORTGAGE is made this 25th day of MAY, 1979, between the Mortgagor, BENNY JOE WILLIMON AND CAROL MARIE WILLIMON, (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 THIRTY-NINE THOUSAND ONE HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated MAY 25, 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 JUNE 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 parcel or tract of land containing 11.85 acres, more or less, situated near the Village of Pelham, Butler Township, Greenville County, State of South Carolina, and being shown on the plat of the property of Melvin E. Kirby by G. A. Wolfe, Registered Surveyor, dated August 26, 1967, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the southwest corner of the tract herein described, on line of J. P. Dempsey property, and running thence along the Dempsey line, N. 0-15 E. 662 feet to a stone; thence N. 54-15 W. 340 feet to a Birch tree on bank of Big Rocky Creek, iron pin back on line at 30 feet; thence down the Big Rocky Creek as the line, the meander survey lines being N. 61-53 E. 161 feet, N. 24-14 E. 112 feet, N. 42-17 E. 132 feet, N. 64-59 E. 155 feet, S. 76-03 E. 117 feet and S. 49-15 E. 134 feet to an iron pin on the south bank of the creek; thence along the line of Dempsey property, S. 1-15 E. 1100 feet to an iron pin; thence N. 88-15 W. 387 feet to the beginning corner, and further shown on Plat of Property of Benny Joe Willimon and Carol Marie Willimon made by G. A. Wolfe, Registered Surveyor dated August 26, 1967 and revised May 23, 1979 recorded in Plat Book 7A, Page 78, in the R.M.C. Office for Greenville County, South Carolina.

The Mortgagor herein also intends to and does hereby mortgage and assign an 8 foot right-of-way extending from the southeast corner of the above mentioned tract to the Greenville Pelham Road (S. C. Highway 14) as shown on the aforementioned Plat.

Derivation: Deed Book 1103, Page 303 - McElrath & Tucker, Inc. 5/25/79
which has the address of Route 2, Highway 14 Pelham,
(Street) (City)
S. C. (herein "Property Address");
(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.

GCTO ----- MAY 25 79 1254

5.5001

0 5 5 2

4328 RV.2