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GREENVILLE CO. S. C.  
JUN 4 10 38 AM '79  
DONNIE S. TAMMERSLEY  
R.M.C.

Vol 1408 Page 810

# MORTGAGE

HAYNSWORTH, FERRY, BRYANT,  
MARION & JOHNSTONE, ATTYS.

THIS MORTGAGE is made this 4th day of June, 1979, between the Mortgagor, George A. Briggs and Rene R. E. Briggs, (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 Sixty Thousand and No/100ths (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 4, 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 July 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 with the buildings and improvements thereon lying and being on the northwesterly side of Sugar Creek Road near the City of Greenville, South Carolina, being known and designated as Lot No. 40 on a plat entitled "Map No. 3, Section 1, Sugar Creek" as recorded in the R.M.C. Office for Greenville County, South Carolina at Plat Book 68 at Page 3 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the northwesterly side of Sugar Creek Road, said pin being the joint front corner of Lots 40 and 41 and running thence with the common line of said lots N 80-33-02 W 224.44 feet to an iron pin, the joint rear corner of lots 40 and 41; thence N 18-16-40 E 150 feet to an iron pin in the line of Tract "E"; thence with the common line of tract "E" and lot 40 S 75-30-32 E 215.08 feet to an iron pin on the northwesterly side of Sugar Creek Road; thence with the northwesterly side of Sugar Creek Road S 15-06-49 W 129.96 feet to the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of Cothran & Darby Builders, Inc. dated June 4, 1979, and recorded in the R.M.C. Office for Greenville County in Deed Book 1103 at Page 930 on June 4, 1979.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY STAMP  
TAX = 2.400  
RECEIVED

which has the address of Sugar Creek Road, Route 4, Greer, South Carolina 29651 (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.

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