

FILED
GREENVILLE CO. S. C.
JUN 22 10 07 AM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 15th day of June, 1979 between the Mortgagor, Ogburn S. Waye and Carolyn M. Waye, (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").

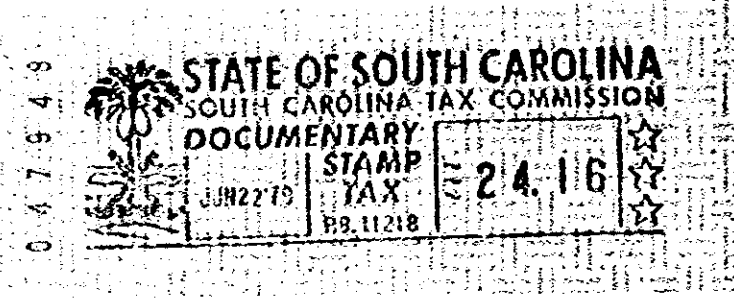
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Thousand Three Hundred Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 15, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2010.....;

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 in the State of South Carolina, County of Greenville, being known and designated as Lot No. 4 of a subdivision known as Pebble Creek, Phase II, as shown on plat thereof being recorded in the R.M.C. Office for Greenville County in Plat Book 6-H, Page 87 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Stallings Road at the joint front corner of Lots 3 and 4 and running thence along the common line of said Lots N. 57-29 W., 171.24 feet to an iron pin; thence along the common line of the Pebble Creek Golf Course and Lot No. 4 N. 01-40 E., 47.43 feet to an iron pin; thence continuing along the rear of Lot No. 4 and the joint line of Lot 7 N. 52-06 E., 62.78 feet to an iron pin at the joint rear corner of Lots 4 and 5; thence along the common line of said Lots S. 59-28 E., 171.27 feet to an iron pin on the western side of Stallings Road; thence along the western side of Stallings Road S. 30-32 W., 100 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagors by deed of Pebblepart, Ltd., a South Carolina Limited Partnership, recorded in the R.M.C. Office for Greenville County on June 22 1979, in Deed Book 1105, Page 283.



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which has the address of Stallings Road Taylors, 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 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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